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Tri-City Mental Health Authority
Administration Office
1717 North Indian Hill Boulevard, Suite B,
Claremont, CA 91711-2788
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*Founded by Pomona, Claremont, and La Verne
in 1960*



Robin Carder (La Verne), Chair
Jed Leano (Claremont), Vice-Chair
Carolyn Cockrell (La Verne), Board Member
Paula Lantz (Pomona), Board Member
John Nolte (Pomona), Board Member
Elizabeth Ontiveros-Cole (Pomona), Board
Member
Ronald T. Vera (Claremont), Board Member

GOVERNING BOARD AGENDA

WEDNESDAY, MARCH 17, 2021

5:00 P.M.

MEETING LOCATION

Pursuant to California Governor's Executive Order N-29-20 (Paragraph 3), adopted as a response to mitigating the spread of Coronavirus (COVID-19), the Governing Board is authorized to hold its public meetings via teleconference and the public seeking to observe and to address the Governing Board may participate telephonically or otherwise electronically. Therefore, this meeting will be held via teleconference. The locations from where the Board Members are participating are not listed on the agenda and are not accessible to the public.

To join the Governing Board meeting click on the following link:

https://webinar.ringcentral.com/webinar/register/WN_8Y_GiMW9T3Ch39HP2L1E0w

Or you may call: 1 (213) 250-5700

Webinar ID: 149 122 1077

Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board. Therefore, members of the public are invited to speak on any matter on or off the agenda.

The public can make a comment during general public comments or on a specified agenda item by leaving a voice mail message at (909) 451-6421 or by writing an email to molmos@tricitymhs.org. All voice mail messages and emails received by 3:30 p.m. will be read into the record at the appropriate time. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Tri-City Governing Board less than 72 hours prior to this meeting are available for public inspection at <http://www.tricitymhs.org>

CALL TO ORDER

Chair Carder calls the meeting to Order.

ROLL CALL

Board Member Cockrell, Board Member Lantz, Board Member Nolte, Board Member Ontiveros-Cole, and Board Member Vera; Vice-Chair Leano; and Chair Carder.

POSTING OF AGENDA

The Agenda is posted 72 hours prior to each meeting on the Tri-City’s website: <http://www.tricitymhs.org>

NEW BUSINESS

- 1. CONSIDERATION OF RESOLUTION NO. 576 AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH PURE FACILITY SOLUTIONS, INC., FOR JANITORIAL SERVICES BEGINNING APRIL 1, 2021, IN THE AMOUNT OF \$378,115, WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS**

Recommendation: “A motion to award the Agreement for janitorial services to Pure Facility Solutions, Inc. and adopt Resolution No. 576 authorizing the Executive Director to execute the Agreement in the amount of \$378,115 for three years beginning April 1, 2021, with an option to extend for an additional two years.”

- 2. CONSIDERATION OF RESOLUTION NO. 577 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SUB-GRANTEE AGREEMENT WITH THE EAST VALLEY COMMUNITY HEALTH CENTER (EVCHC) FOR ADVERSE CHILDHOOD EXPERIENCES (ACES) TRAINING; AND ACCEPTING THE EVCHC GRANT IN THE AMOUNT OF \$16,385**

Recommendation: “A motion to adopt Resolution No. 577 approving the Sub-Grantee Agreement for ACEs training with the East Valley Community Health and authorizing the Executive Director to execute the Agreement.”

- 3. CONSIDERATION OF RESOLUTION NO. 578 APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LOAN AGREEMENT, REGULATORY AGREEMENT, AND SUPPORTIVE SERVICES AGREEMENT WITH WEST MISSION HOUSING PARTNERS, LP, FOR THE DEVELOPMENT, CONSTRUCTION, FINANCING, AND OPERATION OF TEN UNITS OF AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING IN ITS DEVELOPMENT ON WEST MISSION AVENUE IN POMONA IN THE AMOUNT OF \$2,800,000**

Recommendation: “A motion to adopt Resolution No. 578 approving and authorizing the Executive Director to execute a Loan Agreement, a Regulatory Agreement, and

Supportive Services Agreement with West Mission Housing Partners, LP for the development, construction, financing, and operation of ten units of affordable and permanent supportive housing in its development on West Mission Avenue in Pomona in the amount of \$2,800,000.”

MONTHLY STAFF REPORTS

4. **TONI NAVARRO, EXECUTIVE DIRECTOR REPORT**
5. **DIANA ACOSTA, CHIEF FINANCIAL OFFICER REPORT**
6. **LIZ RENTERIA, CHIEF CLINICAL OFFICER REPORT**
7. **SEYAM TEIMOORI, MEDICAL DIRECTOR REPORT**
8. **RIMMI HUNDAL, DIRECTOR OF MHSA AND ETHNIC SERVICES REPORT**
9. **NATALIE MAJORS-STEWART, CHIEF COMPLIANCE OFFICER REPORT**

Recommendation: “A motion to receive and file the month of March staff reports.”

GOVERNING BOARD COMMENTS

Members of the Governing Board may make brief comments or request information about mental health needs, services, facilities, or special problems that may need to be placed on a future Governing Board Agenda.

PUBLIC COMMENT

The public can make a comment during general public comments or on a specified agenda item by leaving a voice mail message at (909) 451-6421 or by writing an email to molmos@tricitymhs.org. All voice mail messages and emails received by 3:30 p.m. will be read into the record at the appropriate time. No action shall be taken on any item not appearing on the Agenda. The Chair reserves the right to place limits on duration of comments.

ADJOURNMENT

The next Regular Meeting of the Governing Board will be held on **Wednesday, April 21, 2021 at 5:00 p.m.**, via teleconference due to the COVID-19 pandemic.

ANTONETTE (TONI) NAVARRO
EXECUTIVE DIRECTOR



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Consideration of Resolution No. 576 Authorizing the Executive Director to Enter into a Three-Year Agreement with Pure Facility Solutions, Inc., for Janitorial Services Beginning April 1, 2021 through March 31, 2023 with Option to Extend Two Additional Years Beginning April 1, 2023 through March 31, 2025.

Summary

Staff is seeking Governing Board approval to award the contract to Pure Facility Solutions, Inc., for janitorial services in the amount of \$378,115 beginning April 1, 2021 through March 31, 2023 in the amount of \$378,115 with an option to extend two additional years and authorize the Executive Director to execute the agreement. This agreement would allow Pure Facility Solutions, Inc to provide Janitorial Services for five properties owned and/or leased by Tri-City Mental Health Authority located in Pomona and in Claremont.

Background

Janitorial services have been procured at TCMHA for over 20 years and as a matter of best practice and in line with Tri-City's Purchasing Policy, proposals for these services were requested. On January 14, 2021, a Request for Proposal (RFP) for Janitorial Services was issued and distributed (Attachment 1-C) to 20 janitorial companies. Out of the 20 companies, there were 5 companies that attended the voluntary pre-proposal meeting on February 1, 2021, and 5 companies submitted proposals.

The proposals submitted are for a three (3) year initial agreement period with the possibility of two additional annual extensions for a total of five (5) years, subject to the annual review and recommendation of the Executive Director, the concurrence of the Governing Board, and the annual availability of a budget appropriation.

Based on review of all proposals, both qualitatively (responses to RFP elements) and quantitatively (proposed costs), Tri-City selected the top three proposers that would best serve Tri-City's needs at the various sites. Across all respondents, proposed costs (over the five year period) range from approximately \$551 thousand to \$1.6 million. The top three proposers selected for an interview were not solely based on their proposed costs but also considered the prospective proposers' current clients and their similarity to our needs.

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The bid amounts submitted by the top three companies are listed below. Amounts are based on both three-year and five-year agreement terms.

Company	3-Year Contract beginning April 1, 2021			Option 2-Year Extension		Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
Pure Facility Solutions	126,038	126,038	126,039	135,205	135,204	648,524
Priority Building Service	106,451	111,185	111,185	111,185	111,185	551,191
Open Works	139,602	143,525	147,574	152,074	156,364	739,139

Proposals were reviewed and evaluated by an Ad Hoc committee. The committee interviewed the top three proposers as part of the evaluation process and the evaluations were based on the following criteria:

1. Proposer’s qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Project/Service approach including scheduling
5. Cost Proposal

Based on these evaluations, staff is recommending that the Governing Board award the contract for janitorial services to Pure Facility Solutions, Inc based on the value they offer with respect to cleaning, disinfecting and the supplies they offer. Pure Facility Solutions includes electrostatic spraying with each service day to proactively safeguard each building. They also offer an online component where Tri-City staff can view all activities, inspection reports and staff trainings, in addition to submitting service tickets. Pure Facility Solutions provides the scope of work needed for this RFP. They are based in the City of Industry, California, have an office in Los Angeles and references have been verified including a reputable and large well known company they currently serve.

Under the agreement, Pure Facility Solutions, Inc will be responsible to provide janitorial services at five Tri-City locations. General duties will include, but are not limited to, basic janitorial needs for Tri-City’s lobbies, offices, restrooms, hallways, break rooms, conference rooms and shall include and not limited to dusting, mopping, disposal of trash and sanitizing in various areas with a concentration on heavy traffic areas. Pure Facility Solutions will also be including the supplies needed to provide these services, which is also a part of the cost proposal. A more extensive outline of general duties can be found under Attachment 1-C: Scope of Services of the RFP (Attachment A of the RFP).

Tri-City Properties to be served:

- 2001 N. Garey Avenue, Pomona CA 91767 -- MHSA Building
- 2008 N. Garey Avenue, Pomona CA 91767 -- Adult Outpatient Clinic
- 1403 N. Garey Avenue, Pomona CA 91767 -- Wellness Center

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- 1900 Royalty Drive, Pomona CA 91767 -- Child and Family Outpatient (Suites 160, 170, 180, 205, 280 & 290)
- 1717 N. Indian Hill Blvd, Claremont, CA 91711 (Suite B) -- Administration Building

The current Fiscal Year 2020-21 budget includes approximately \$220 thousand in janitorial labor & supply expense. The recommended vendor's proposed costs would result in an approximate budgetary savings of approximately \$94,000 annually and approximately \$470,000 over the life of the contract or five years.

Fiscal Impact:

The fiscal impact for Fiscal Year 2020-21 is an approximate savings of \$23,000 (during the remainder of the fiscal year). The annual impact will be \$126,038 (for the first three years) and the total for the three-year agreement is \$378,115. The total for the five-year agreement is \$648,524. Funding will come from a combination of Realignment and MHPA funding.

Recommendation

Staff hereby recommends that the Governing Board award the agreement for janitorial services to Pure Facility Solutions, Inc and adopt Resolution No. 576, authorizing the Executive Director to execute a three-year agreement with Pure Facility Solutions, Inc beginning April 1, 2021, in the amount of \$378,115, with an option to extend for an additional two years for a total amount of \$270,409 and a grand total amount of \$648,524 for the five years.

Attachments:

- Attachment 1-A:* Resolution No. 576 -DRAFT
- Attachment 1-B:* Proposed Agreement with Pure Facility Solutions
- Attachment 1-C:* RFP for Janitorial Services – Issued 1/14/2021
- Attachment 1-D:* Bid Opening Results – 2/17/201

RESOLUTION NO. 576

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A THREE-YEAR AGREEMENT WITH PURE FACILITY SOLUTIONS, INC., FOR JANITORIAL SERVICES BEGINNING APRIL 1, 2021, IN THE AMOUNT OF \$378,115, WITH AN OPTION TO EXTEND AN ADDITIONAL TWO YEARS

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to provide janitorial services for its five properties located at 2008 N. Garey Ave in Pomona, 2001 N. Garey Ave in Pomona, 1403 N. Garey Ave in Pomona, 1900 Royalty Drive in Pomona, and 1717 N. Indian Hill Blvd in Claremont.

B. A Request for Proposals (RFP) for Landscape Maintenance Services was issued on January 14, 2021.

C. An Ad Hoc Committee was formed to review and evaluate the Proposals received; accordingly, it recommends awarding a three-year contract for janitorial services to Pure Facility Solutions, Inc., a Delaware corporation, in the amount of \$378,115 commencing April 1, 2021. The optional two-year extension will impact Tri-City’s budget by \$270,409 for a maximum five-year total of \$648,524.

2. Action

The Governing Board awards the contract for janitorial services to Pure Facility Solutions, Inc., a Delaware corporation, and authorizes the Executive Director to enter into, and execute, a three-year Janitorial Services Agreement with Pure Facility Solutions, Inc., commencing April 1, 2021, in the amount of \$378,115, with an option to extend two additional years at \$270,409, for a total value of \$648,524 for five years.

[Continued on page 2]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 17, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

PURE FACILITY SOLUTIONS, INC

DATED

APRIL 1, 2021

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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into as of April 1, 2021 by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “TCMHA” or “Tri-City”) and Pure Facility Solutions Inc., a Delaware corporation, with its principal place of business at 17560 Rowland Street, City of Industry, CA 91748 (hereinafter “Contractor”). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent janitorial contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Janitorial Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Janitorial Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide Janitorial Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted

and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform janitorial services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence February 01, 2021 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on March 31, 2024, with an option to extend for two additional years through March 31, 2026; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed

b. Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

c. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Janitorial Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

d. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

e. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount not to exceed as stated in 'Exhibit B'.

c. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

10. LICENSES.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons

who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

14. GENERAL TERMS AND CONDITIONS

a. **Indemnity.** Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. **Insurance.** Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. **Workers Compensation Insurance:** Minimum statutory limits with an additional insured endorsement and a waiver of subrogation endorsement naming Tri-City Mental Health Authority.

ii. **Automobile Insurance:** \$1,000,000.00 per occurrence.

iii. **Commercial General Liability And Property Damage Insurance:** General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

iv. **Notice Of Cancellation:** Tri-City requires ten (10) days written notice of cancellation.

v. Certificate Of Insurance: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

vi. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

15. REPRESENTATIVE AND NOTICE

a. Tri-City's Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Tri-City:

Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard #B
Claremont, CA 91711-2788
Attn: Executive Director

If to Contractor:

Pure Facility Solutions, Inc
17560 Rowland Street
City of Industry, CA 91748
Attn: Executive Director

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated January 19, 2021

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

17. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

18. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY _____, **Contractor**

By: _____
Antonette Navarro, Executive Director

By: _____
_____, President/Owner

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide night janitor(s) at each identified facility after the facility's normal hours of operation. Tri-City Mental Health Authority expects the facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services.

Janitorial services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767
5. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. These supplies and materials shall be of quality acceptable to TCMHA. Contractor shall not use any material that TCMHA determines unsuitable for the purpose or harmful to the surface to which applied or to another part of the buildings, its content or equipment.

A. SERVICE AREAS:

Location	Temporary Service Dates*	Time	Square Footage
2001 N. Garey Avenue	Tuesday & Friday	Evenings	8,875
2008 N. Garey Avenue	Monday through Friday	Evenings	15,595
1403 N. Garey Avenue	Front Building Wednesday, Friday	Evenings	4,809
	Back Building Monday, Wednesday, Friday	Evenings	3,012
1900 Royalty Drive Suites: 160, 170, 180, 205, 280, 290	Tuesday & Friday	Evenings	16,609
1717 N. Indian Hill Blvd.	Tuesday & Friday	Evenings	4,000

*** Temporary dates due to the COVID-19 pandemic. Service dates will change back to five (5) nights a week when pandemic is over.**

B. SERVICE DAYS

1. For the purposes of this RFP, all bids shall be based on the normal operating schedule of Monday through Friday, 5 nights per week.

2. Invoicing shall then be prorated to reflect current pandemic schedule listed above. With written approval, service days may change.
3. Extra service costs shall be reflected in pricing schedule.

C. PERSONNEL

1. Contractor's employees may not bring children, relatives, acquaintances or visitors onto Tri-City property at any time while performing services.
2. At least one (1) contractor employee on site at each facility, at all times must be able to read, speak and write in the English language.
3. All personnel, must wear respective company uniform and/or ID Badge at all times.
4. Ensure all his/her employees shall observe all rules and regulations when conducting businesses on TCMHA premises.
5. Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on Tri-City property. Smoking will only be allowed in designated areas 50 ft. away from the building.
6. Contractor shall establish a primary and secondary contact person whom would be available for any custodial emergencies.
7. Upon award of the contract essential keys will be issued for all facilities listed, the contractor must sign for these keys.
8. If contractor loses any keys, they will be charged for replacements and any additional charges incurred.
9. Building alarm codes will be issued, the Contractor shall be responsible for deactivating and arming any alarm systems.
10. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling
11. Maintain an inventory of all cleaning chemicals, Safety Data Sheets (SDS) shall be kept on site and available for review upon request.

D. CLEANING SERVICES

1. Lobbies

a. Daily

- Sweep off all entrance areas and mop as needed
- Remove fingerprints, smudges and scuff marks from all entrance doorways, windows, and window sills
- Spot clean walls, doors, windows, light switches and other horizontal surfaces to remove all marks, smudges and fingerprints
- Pick up magazines and newspapers in the client reception areas and place back in the newspaper racks
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Organize waiting room chairs so they are lined up
- Make sure the check-in countertops are dusted and disinfected especially the ones

in the front desks

- Make sure elevator floors are cleaned every day and free of any litters. Disinfect all buttons and handrails

b. Weekly

- High dust vents, blinds and window sills

c. As Requested

- Floors waxed and polished

2. Offices

a. Daily

- Vacuum or mop floors
- Remove trash and replace liner
- Dust desks, chairs and other furniture
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds and window sills

c. As Requested

- Spot Clean Stains: Removal of difficult stains

3. Hallways

a. Daily

- Vacuum or mop floors with a solution of water and disinfectant
- Remove trash, cardboard boxes and other debris and dispose into receptacle provided
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds and window sills
- Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints

c. As Requested

- Spot Clean Stains: Removal of difficult stains

4. Conference Rooms

a. Daily

- Wipe down table and organize chairs
- Vacuum or mop floors with a solution of water and disinfectant
- Remove trash and replace liner
- Disinfect door handles and light switches
- Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints

b. Weekly

- High dust vents, blinds and window sills

c. As Requested

- Spot Clean Stains: Removal of difficult stains

5. Carpet Maintenance

a. Daily

- Spot clean minor stains
- Report large stains to Facilities Coordinator

b. As Requested

- Spot Clean Stains: Removal of difficult stains.
- Shampooing Offices/Conference Rooms and Hallways

6. Breakrooms

a. Daily

- Wipe down table(s), sink, faucet and organize chairs
- Restock paper towels and refill soap dispenser (dish and hand soap). Notify Facilities staff of any supply shortages
- Remove trash and replace liner
- Mop floors with a solution of water and disinfectant
- Wipe down microwaves inside and out
- Empty and rinse out coffee pots – please ensure the machine is off
- Disinfect door handles and light switches

b. Weekly

- High dust vents, blinds and window sills
- Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints

c. As Requested

- Spot Clean Stains: Removal of difficult stains

7. Restrooms

a. Daily

- Restock paper towels, toilet paper and refill soap dispenser
- Remove trash and replace liner
- Mop floors with a solution of water and disinfectant
- Clean sinks and toilets with Soft Scrub to keep white
- Remove any graffiti as needed
- Wipe down faucets and mirrors. Dust walls as needed
- Wipe and polish all chrome fixtures in bathrooms
- Disinfect door handles and light switches

b. Weekly

- Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
- High dust air vents

c. As Requested

- Spot Clean Stains: Removal of difficult stains

8. Exterior / Stairways / Breezeway**a. Daily**

- Clean around entrance area and around building, clean area near dumpsters and make sure dumpsters are secure when done
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Wipe fingerprints and smudges off glass surfaces including doors
- Remove any graffiti as needed
- Disinfect door handles

b. Weekly

- High dust light fixtures and signage

c. As Requested

- Power washing of floors

9. Before Leaving**a. Daily**

- Remove all collected trash and place in dumpsters and lock dumpsters
- Clean and arrange all equipment in janitor closet
- Ensure that all Doctor's offices are locked
- Ensure that all exterior doors are closed and locked
- Turn off lights of all rooms cleaned
- Indicate in email of any items that need attention or supplies that need to be ordered
Please email Facilities for any items needed
- Alarm building

E. ADDITIONAL SERVICES

TCMHA reserves the right to add or delete services and facilities to the contract as may be required. Any other additional work shall be completed only after a written estimate has been submitted by the Contractor and has been approved by TCMHA.

F. SUPPLIES AND MATERIALS

1. Each contractor shall submit, as part of their returned proposal, a list giving the name of the manufacturer, the brand name and intended use of the chemicals that they propose to use in the performance of the work. If requested, Contractor may need to provide samples of cleaning supplies and toiletries. (see Attachment F)
2. The successful contractor shall furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed and one (1) shall be given to the Facilities Coordinator.
3. Each contractor shall provide a complete breakdown of supplies for each building. Preferably, these products would be environmentally friendly.
4. The successful contractor shall provide supplies for each facility including, but not limited to:
 - a. Trash Liners
 - b. Bathroom tissue, white 2-ply rolls and 2-ply jumbo roll bathroom tissue
 - c. Toilet seat covers
 - d. Roll paper towels 2-ply perforated
 - e. Multi fold hand towels to fit appropriate dispensers

- f. Soap (dish and hand)
- g. Sanitary bags
- h. Urinal screens
- i. Odor control supplies
- j. Cleaning and disinfecting supplies
- k. Microfiber cloth towels

G. RIGHT TO KNOW ACT (ACT 80 OF 1986)

1. The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:
 - a. Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

H. STORAGE SPACE

1. TMHA shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by TCMHA. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Current Safety Data Sheets must be available in all chemical storage areas.

I. EQUIPMENT

1. All necessary cleaning equipment for additional services, including power driven floor scrubbing machines, waxing polishing machines, shall be furnished by the successful contractor as needed.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Exception – TCMHA shall provide commercial grade vacuum cleaners for each location.

J. KEYS AND ALARM CODES

1. Upon award of the contract essential keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys at the termination of the contract. **Keys are NOT to be reproduced or replicated under any circumstances.**
2. Key Fobs will be issued to staff assigned to the 2008 N. Garey Ave location.
3. Contractor will receive alarm codes to arm each location. Training on arming the building shall be provided by the Facilities Manager/Coordinator.

PURE FACILITY SERVICES

JANITORIAL SERVICE PROPOSAL



PRESENTED TO

Tri-City Mental Health

PROPOSAL FOR JANITORIAL SERVICES

PRESENTED BY

Nick Ellerbeck

Executive Director

PURE FACILITY SOLUTIONS



January 19, 2020

RFP PROPOSAL FOR
JANITORIAL SERVICES
NO. 2021-0101

Alex Ramirez

Tri-City Mental Health
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711

Hello Alex:

Thank you for the opportunity to provide a Pure Facility Solutions proposal for your Janitorial Services located Pomona, La Verne and Claremont. Cities are more than just a group of buildings & parks within a community, they represent an extension of what you stand for and value as a City. We appreciate your trust and look forward to engaging in a long-term partnership with you and your team.

Pure Facility Solutions shares your team's passion and commitment to excellence and value you hold for your team and workplace. As reflected in our proposal, PFS' customer-centric culture is focused on working hard, providing a high level of service, and taking pride and responsibility for our work. Importantly, we continually seek to exceed your expectations. For us, that process starts with listening. Our goal is not only to be the best janitorial service provider, but the best vendor partner in your network.

Please contact me with any questions at (951) 449-9828 or by email at Nick.B.Ellerbeck@PUREfsi.com. We look forward to connecting with you after you have an opportunity to review the enclosed proposal.

Sincerely,

NICK ELLERBECK
EXECUTIVE DIRECTOR

A handwritten signature in blue ink, appearing to read 'Nick Ellerbeck', positioned below the printed name and title.

INTRODUCTION

EXECUTIVE SUMMARY

Thank you for the opportunity to provide your team with a proposal for custodial services for your corporate facility, central campus or satellite locations. The time you invested to share expectations and scope of work is the first step in a trusted relationship. We look forward to earning and building a long lasting partnership.

In preparing this proposal, we carefully considered the contract requirements and incorporated the points we learned during our walk through. We also factored in the important role a corporate campus or facility plays in an organization's work and culture. Customers, employees, vendors, and prospective hires all view your facilities as an extension of your organization. When it is clean, that reflects positively on your organization and brand. Pure Facility Solutions (PFS) approach makes a lasting difference. From the way we hire, onboard and train PFS team members to our investments in tech-based tools and communications, the focus is on building a strong, lasting relationship with our customers as well as our team members.

We are focused on three core deliverables:

EXCELLENCE. Your passion and commitment to excellence and team values is shared by PFS. As reflected in this proposal, PFS has a customer-centric culture focused on working hard, providing a high level of service, taking responsibility for our actions. We constantly seek and find ways to exceed client expectations. Our goal? To be the best janitorial service provider and your top vendor partner in the business community.

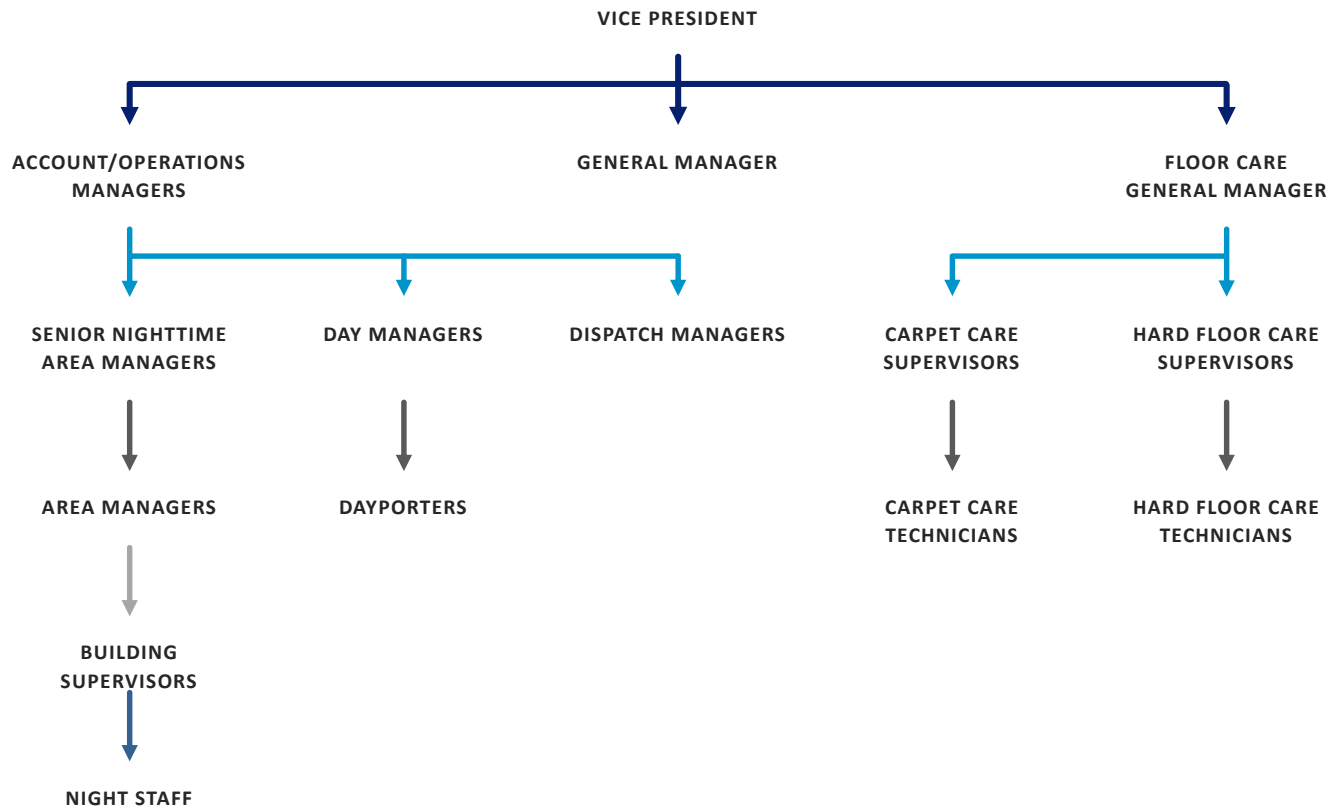
NIGHT SUPERVISION. PFS has a unique, finely tuned night supervision approach, an element of our service we have honed over time. Our onsite leads and supervisors are closely supported by our highly trained Night Area Managers, providing a level of coverage few other cleaning teams offer. PFS Night Area Managers are responsible for supervising our night teams and will frequently inspect locations with our onsite supervisors, including quality checks and request fulfillment. PFS Night Area Managers are supported by Senior Night Area Managers who coordinate resources and performance at a higher level. Our 24/7 dedicated safety team ensures all of our workers, any time day or time, have support and resources to keep them safe and assist as needed.

DAY-IN, DAY-OUT. For many clients, daytime coverage sets the tone of the relationship—and satisfaction. PFS Day Porters will be directly supervised by our Day Service Manager, Omar Jaramillo. This position supports your Day Porters to ensure ongoing quality training, personnel development and follow-up on needed items throughout the day. It's a model that allows us to tailor our work to your exact needs. Omar has over 20 years of experience in managing and operating facilities like Tri-City.

We are confident that PFS is the ideal commercial cleaning partner. We are ready to serve.

ABOUT US

LOCAL ORGANIZATION CHART



ABOUT US

WHAT MATTERS MOST

EFFICIENCY ON EVERY FRONT

We know you are juggling a lot of responsibilities and that facility and building cleaning is just one. Of course, your responsibilities stretch much further than just cleaning, it includes the satisfaction of all who enter your buildings.

To assist, we utilize technology to make contacting us (and us contacting you) fast and efficient. All scheduling, training and site-required screenings are maintained at PFS. Our electronic timekeeping application allows our employees to check in/out via a pre-selected phone—so day shift or night shift, more time can be spent on task instead of collecting time sheets. For PFS managers, that's more time for inspections, site visits and employee development.

We've also found that electronic timekeeping provides an additional layer of accountability knowing when our employees are on site in real time. We also arm each of our managers tablets, mobile devices, Office 365, GPS, and cloud-based solutions to ensure they can communicate with our teams and create and distribute work orders and checklists in real time. No more chasing anyone down and hoping it gets done.

WHAT SETS US APART

- Best-in-class, full service
- Award-winning, certified green cleaning
- Cleaning for any building type, any size
- Solutions, not excuses
- Attention to detail—big and small
- Available day and night 24/7, every day
- Customer-first mindset
- Tech investments to streamline team and client communications
- Pride in what we do—and deliver
- Customized cleaning services
- Highest level of trusted, reliable service



STAY CONNECTED

While we know technology solutions help our team and yours stay connected, we also value face-to-face communications. That's why we schedule in-person sessions to hear from you and your team about what matters most and what's on your mind. Open, clear channels of communications are core to the way we work.

ABOUT US

WHAT MATTERS MOST

A TRUSTED PARTNER

We believe trust and respect is earned—each and every day. Key to every trusted relationship are candid and open dialogue and a commitment to do as you say; in short, to deliver on what’s promised. It also means anticipating issues and delivering what’s needed before being asked. It’s these intangibles that add up to a big difference. It’s true in your workplace with your colleagues, and it’s true for PFS.

Here are just some of the ways we work that have helped us deliver value to our customers and build long-standing, trusted relationships.

OPEN COMMUNICATIONS. We strive for this every day, not just at the start of a client contract. Throughout an engagement, we’ll meet with you periodically to ensure a complete understanding of your goals and objectives—and then we’ll deliver timely communication of schedules and other updates. and shift changes.

WORKFLOW OPTIMIZATION. Flexibility and a willingness to adapt based on real-world happenings (like changing weather or changes to your workplace requirements) is part of the way we work. We conduct periodic check-ins between onsite teams and managers as well as flex scheduling to ensure urgent items are handled quickly, without abandoning routine tasks.

COMMITMENT TO EXCELLENCE. After three decades of service, we know listening—followed by action—is a powerful combination. We have an absolute commitment to understand what’s important to you and then deliver on those expectations. This commitment starts with a thorough understanding of your specific cleaning requirements or regimens, budgets and operating costs—and extends to the way our team interfaces with you day to day and executes on the work.

COMMUNICATION IS KEY



**Request
from customer**



**Contact
account manager**



**PFS Internal:
Work scheduling**



**PFS Internal:
Work complete**



**PFS confirms
Completion with customer**

WORKING FOR YOU

HIRING

We conduct employment history checks, criminal background and additional checks per the requirements of the contract prior to placing an employee at a facility.

PFS ensures all new employees comply with the security requirements. As required, employees will sign a security briefing statement.

Our pre-employment/new hire orientation prepares janitorial staff members to be ready for on-the-job training when they arrive to their job assignment. In addition to company policy and procedures, our staff learns the fundamentals of their job responsibilities, including:

- The role, physical demands and job duties of janitors
- Green Cleaning Program procedures
- Rules of conduct
- Payroll guidelines
- Sexual harassment and EEOC policies
- Building security rules and procedures
- Reporting work injuries
- Safety policy and guidelines
- Hazardous Communication Program
- Personal Protective Equipment Program
- Color coding of microfiber cleaning cloths
- Care of company property and equipment
- Trash removal procedures
- Protection and safeguarding confidential information
- Reasons for immediate termination

Upon completion of the pre-employment/new hire orientation review, each employee receives:

- A briefing of on-the-job training assignment
- Contact information for their supervisor and directions to the job site



ONBOARDING HIRING PROCESS

1. Application
2. Interview
3. Job Offer
4. Acceptance
5. Administrative
6. Training

WORKING FOR YOU

TRAINING: ON THE JOB

Our top priority is to provide qualified, well-trained employees to all your campus or facility locations. We know that training leads to improved employee satisfaction, productivity, motivation and morale. Training also increases our workflow efficiencies and reduces PFS' direct labor costs, providing you with quality service at a competitive price. Like you, we value a culture of team work—as evidenced in the way we train and forge team cohesion.

Our training program for new hires, supervisors and managers is more extensive and complete than other companies in our industry.

Following the orientation period, new employees are teamed up with an experienced member of the janitorial staff from their assigned location. Under the guidance of the building supervisor and area manager, the new employee receives direct guidance from the experienced janitor in the building with the goal of moving towards working independently. The building supervisor and area manager monitors the new employee's progress and decides when it is appropriate for the new employee to work independently.

On-the-job training is site-specific and customized based on the complexity of each job assignment. A checklist is utilized to assist with reviewing all necessary topics as part of the assignment. Checklist items include:

- Communication procedures
- Site-specific building rules and regulations—i.e. security, key control
- Proper wearing of uniform and display of I.D. badge
- Location and use of Safety Data Sheets (S.D.S.)
- Emergency Evacuation Procedures and Hazardous Communication Program
- Review of building work plan and specific work assignment to include all tenant preferences
- Energy and water conservation
- Trash collection and recycle program
- Guidelines for dusting, mopping and vacuuming
- Guidelines for cleaning of kitchens/break room areas and restrooms
- Reporting of maintenance issues
- Security – securing of doors, operation of access control systems and alarm systems, securing/safeguarding keys and access cards
- Discuss proper lifting procedures and working safely
- Immediately report any unsafe conditions to supervisor
- Proper use of cleaning solution dilution center and mixing procedures

Upon completion of the training process, new PFS employees are assigned their position in the building and work in conjunction with the other janitorial staff members at the same location.

A FOUNDATION FOR SUCCESS

TECHNOLOGY

Our technology and support solutions have created a team culture and positive impact throughout the company, building an open and communicative environment for all employees, vendors, and customers. Importantly, ready access to technology provides PFS employees with a sense of independence and trusted communications regarding their schedules and early access to upcoming payments. With ready access to technology tools, each employee is able to see their schedules, view their paychecks before they're issued—and more. The result? Added peace of mind, personal performance and reliability.

Here's a look at what solutions will be at work for you:

MATERIAL REQUIREMENTS PLANNING - MRP

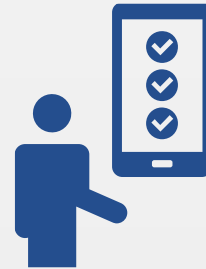
Our scheduling and HR management system is the tool we use for creating and maintaining all scheduling, training and site-required screenings. It ties directly to the PFS invoicing system eliminating missed data "handoffs" that can often occur with other approaches.

ELECTRONIC TIMEKEEPING

We set up Electronic Timekeeping at each PFS customer location. This electronic timekeeping solution allows our employees to check in/out via a pre-selected phone eliminating the need for collecting timesheets. It's easier and efficient for our employees, but the biggest benefit is it allows our night management team to spend more time on inspections, site visits and employee development rather than chasing timesheets and delivering checks. It's also a valuable layer of team accountability as it communicates real-time data about when and where employees are, and whether they're clocked in or out.

OFFICE 365

We provide each PFS manager with an iPad and Office 365 for communicating with our teams and creating and distributing work orders and checklists on the spot. With all our files securely hosted in the cloud, managers can create, modify and send out proposals in the field, instantly send Day Porter schedules and other key scheduling and communications without delay.



CURRENT TECHNOLOGY

We use the latest technology to ensure our professional service to our customers.

Mobile devices

Cloud computing

Employee portals

Team sites

Advanced reporting

Real-time data collection

GPS tracking

A FOUNDATION FOR SUCCESS

INDUSTRY AFFILIATIONS

Staying ahead of changes in the cleaning industry—from new products to new regulations—is a commitment we make to both our employees and customers. PFS invests in ongoing partnerships and affiliations with the Janitorial Services industry, as well as industry groups and associations our customers' value.

A strong percentage of our employees are active members in industry associations. PFS invests a significant amount of financial and leadership support to these associations. Our BDMs in each market serve on committees for these organizations and help further their missions.



WHAT TO EXPECT

SUPERVISION AND QUALITY CONTROL

No surprise, for PFS quality control goes beyond the basics. We believe clear, timely communications is the key to responsive service—and pride ourselves in providing quick completion of all requests. We have a software-based communication log system that assures our nightly managers are informed of special requests and building issues.

This log is compiled daily and distributed to our managers by the Communication Coordinator in our office each evening. This software and its use by our Communication Coordinator ensures all special requests are responded to immediately. When a customer expressed a desire for added night coverage, for example, we promptly invest in our night operations to ensure that we have the resources to handle floor care, floods, carpet maintenance, special cleaning requests and to provide the highest level of supervision and quality control in the industry.

The performance of these requests and issues are double checked nightly by the Area Manager who ensures a smooth transition and reports any follow-up requests to the Account Managers and Communication Manager in our office early the next day before building operations begin. The Account Manager then follows up to ensure sure all requests were completed.

In addition, PFS Day Porter management staff conducts inspections during their visits with the day staff. These inspections provide another set of “eyes and ears” to assist in the continuous improvement process. Each account management team member also conducts formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

Our three-fold approach to quality control and communications is designed to ensure timely exchange and responsiveness by all team members.



BUILDING SUPERVISOR (DAY & NIGHT SUPERVISOR)

Real-time supervision of the employees on the job and communications with the Area Manager. Assists the crew with duties and inspects for quality and completeness of work.

AREA MANAGER & DAY SERVICE MANAGER

Ensures work is accomplished and Building Supervisor is performing his/her duties. Visits the site nightly or daily (depending on shift) and serves as liaison between PFS employees and the account management team.

SENIOR AREA MANAGER

Oversees performance and quality of the work. The Director of Operations manages and supports the Area Manager.

WHAT TO EXPECT

STAFFING

BACKUP STAFFING, SPECIAL REQUESTS & EMERGENCY SERVICES

Nothing is more frustrating than a no-show cleaning staff. From our founding days, we realized this and put solutions in place to avoid the issue.

During times of employee illnesses or when extra staffing is needed based on client special requests (like an office move), PFS has the employee base needed to provide all our buildings additional staffing without having to reassign or pull from the building's regular team. In times of worker shortages, creative staffing solutions are needed to maintain exceptional service levels.

Our dedicated pool of "floater" employees work for PFS during day and evening hours—and are available on-demand as needed if scheduled staffing issues arise. Trained, motivated employees and at-the-ready, these team members tackle assigned jobs wherever they are needed. Each Area Manager has a specific source of floater employees they can call upon to provide additional staffing. This allows us to respond to urgent situations and other tasks as needed.

WHAT TO EXPECT

STAFFING: UNIFORM SPECIFICATIONS

Our teams servicing your buildings are a direct representation of PFS and your company. We take great care in the sourcing and upkeep of our uniforms to ensure our team members look professional. Our team integrates with yours to provide employees with an experience that matches their day-to-day interactions.

To meet the uniform appearance standards, the following guidelines are provided:

- All staff must dress in their company issued uniform daily – no exceptions
- Each employee will be responsible for keeping their uniforms/smocks clean and presentable for work
- If any uniform item is damaged, immediately report to your supervisor so a replacement item can be provided
- For safety reasons, no open-ended shoes are permitted
- Employees who arrive to work inappropriately dressed will be relieved of their duties and will not be allowed to return to work until wearing proper attire/uniform
- All employees are expected to look presentable – proper hygiene and grooming are required. Failure to comply will result in your removal from the job location
- For Men: facial hair must be neatly trimmed. Hair should be neatly groomed. Jewelry must be inconspicuous and not create a safety hazard. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.
- For Women: conservative make-up is acceptable. Hair should be neatly groomed and away from the face. Jewelry and earrings should be simple, conservative, and inconspicuous and not create a safety hazard.



EMPLOYEE ID BADGES

Employees are provided an identification badge, which is required to be worn at all times while on duty. The badge includes the individual's photo, full name, and our company name.



EMPLOYEE UNIFORMS

Day Staff

Work Shirt with PFS Logo
Work Pants
Work Jacket
Non-slip shoes

Night Staff

Apron/Smock with PFS Logo
Work pants
Non-slip shoes

WHAT TO EXPECT

COMMUNICATION: LOGS

24/7 COVERAGE

PFS believes that communication is critical to the way we work—both with you and with our own team. We pride ourselves on providing quick completion of all requests. To assist, we have a software-based communication log systems that ensures our nightly managers are informed of special requests and building issues.

Logs are compiled daily and distributed to our managers by a Communications Manager in our office each evening. Execution and follow up on the requests and issues are double checked nightly by the Area Manager who reports any open or follow-up items to your Account Manager and Communication Manager in our office early the next morning, before your building operations begin. The seamless handoff ensures items are not overlooked and that you are aware of what’s been completed, and what may be open (and why). Your Account Manager follows up with you and your team to ensure all requests are completed.

In addition, the PFS Day Service management staff conducts inspections during visits with the day staff. These inspections provide another “eye” to assist in our continuous improvement process. If we see an issue, we’ll be proactive and address it and let you know. Your PFS account management team will also conduct formal and informal inspections based on the needs of the building. All items noted during these inspections are immediately communicated to the night staff for immediate attention.

NIGHTLY COMMUNICATION LOGS

TICKET #9747912 JOB #10270	TASK DESCRIPTION STAFF NOTIFICATION	TICKET INFORMATION NOTIFY STAFF: EQUIPMENT WAS DROPPED OFF AND PLACED IN OFFICE. PLEASE STORE IN A NEAT AND ORDERLY FASHION IN STORAGE ROOM. COMPLETION NOTES PERSONALLY INSPECTED AND CONFIRMED. LEAD, JOSE R., RECEIVED SUPPLIES AND ORGANIZED IN STORAGE ROOM.
CUSTOMER ID ABCD PROPERTY MGMT	STATUS COMPLETE	
ACCOUNT MANAGER JOSE FERNAND	COMPLETION DATE 8/13/2020	
JOB SUPERVISOR LUPE ESPERANZA		

WHAT TO EXPECT

TRANSITION PLAN

The transition from one commercial cleaning service contractor to another can be disruptive to owners, managers, employees and tenants—**but it does not have to be**. Commercial Cleaning Systems provides the systems, processes and focus to ensure a seamless transition at your location. We commit the time, effort and resources needed to understand your needs and orchestrate a seamless transition. Our dedicated PFS Transition Team plans, communicates, organizes and executes the following phases with you:

TRANSITION PLAN

<p style="text-align: center;">1</p> <p style="text-align: center;">PHASE 1 TRANSITION KICK-OFF ROUND TABLE</p>	<ol style="list-style-type: none"> 1. Review administrative items/details <ul style="list-style-type: none"> ▪ Finalize pricing ▪ Contract preparation ▪ Certificate of Insurance requirements ▪ Billing information ▪ Emergency contact information 2. Schedule building/facility walkthrough with PFS transition team
<p style="text-align: center;">2</p> <p style="text-align: center;">PHASE 2 BUILDING / FACILITY TOUR</p>	<ol style="list-style-type: none"> 1. PFS Transition Team tours buildings/facilities and obtains necessary information to develop a full janitorial work plan: <ul style="list-style-type: none"> ▪ Special tenant requirements ▪ Areas not to clean ▪ Secured areas ▪ Alarm systems 2. PFS Transition Team develops a custom work plan and orders necessary equipment and supplies 3. Recruitment and hiring of existing staff and new staff
<p style="text-align: center;">3</p> <p style="text-align: center;">PHASE 3 INTERNAL PFS TRANSITION MEETING</p>	<ol style="list-style-type: none"> 1. PFS Transition Team meets with operational team assigned to building/facility to finalize all details of the transition: <ul style="list-style-type: none"> ▪ Staffing ▪ Night work plan, shifts and assignments ▪ Day porter shifts and schedules ▪ Training plan ▪ Key and access card set-up ▪ Supply orders for chemicals, equipment and consumable supplies ▪ Delivery instructions to the building/facility
<p style="text-align: center;">4</p> <p style="text-align: center;">PHASE 4 FIRST DAY OF SERVICE</p>	<ol style="list-style-type: none"> 1. If unable to deliver prior to first day, all equipment and supplies are delivered to the building and properly stocked in designated storage areas by the PFS Transition Team 2. All Day Porters greeted by the Day Porter Manager to answer any questions and ensure all have necessary equipment, supplies and tools 3. All nighttime staff greeted by PFS Transition Team and nighttime management/supervision staff to answer any questions and ensure all have the necessary equipment, supplies and tools

SUSTAINABILITY & GREEN CLEAN

GREEN CLEANING PROGRAM

With our Green Cleaning Program, PFS takes traditional cleaning beyond appearances with procedures designed to make each customer's occupancy the safest, healthiest and cleanest environment possible.

Using environmentally friendly, less-toxic products is just one step in the process of setting up and implementing a successful green cleaning program. How the janitorial staff uses cleaning products and equipment also impacts the program's success.

PFS employs our Green Cleaning Program throughout our company to achieve:

- A healthier environment for all occupants in the building
- Reduced absenteeism and higher productivity in the workplace
- The ability for our customers to earn LEED-EB credits toward building certification
- Favorable public relations to tenants and the general public for property owners and managers
- Compliance with governmental requirements
- A reduction in building maintenance and repairs
- A lower impact on the natural environment

Landlords and property owners are supported with best practices and certification programs that position the property with an attractive occupancy package for existing and prospective tenants.

In addition to traditional janitorial processes, Commercial Cleaning Systems' Green Cleaning Program addresses training and procedures specific to the following areas:

- Entryway maintenance and documentation
- Powered floor care equipment use, maintenance and documentation
- Dusting and mopping
- Hard floor care maintenance and documentation
- Carpet floor care maintenance and documentation
- Food areas
- Indoor plants
- Solution dilution, use, spill containment, recycling and disposal
- Trash collection and recycling procedure
- Reduction in solid waste
- Vulnerable populations, communication and procedure
- Hand sanitizing and proper hand hygiene
- Documentation and reporting required for LEED Certification

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY**RFP NO. 2020-1201****ATTACHMENT B****RFP COVER PAGE**

Name of Person, Business or Organization:	Pure Facility Solutions
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	Corporation
Federal Tax ID Number:	85-3965717
Contact Person – Name	Nick Ellerbeck
Contact Person – Address	17560 Rowland St. City of Industry, CA. 91748
Contact Person – Phone Number (s)	951-449-9828
Contact Person – e-mail address	Nick.b.Ellerbeck@purefsi.com

By signing this *RFP Cover Page* I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Nick Ellerbeck

SIGNATURE OF AUTHORIZED REPRESENTATIVE**DATE**

01/19/2021

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name: Pure Facility Services	Address: 17560 Rowland St. City of Industry, CA. 91748
Owner, Principal Officer: Nick Ellerbeck	Headquarters Location/Date of Establishment: City of Industry, 2017
Email: Nick.B.Ellerbeck@purefsi.com	Website: Purefsi.com
Phone: 951-449-9828	Fax:

List license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

N/A

Have you ever operated this business under a different name? Yes No

If yes, please explain:

Pure Clean

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. **Company Name:** Newegg Logistics **Contact Name:** Kyle Li
Contact e-mail: Kyle.M.Li@newegg.com **Contact Phone:** 800-390-1119
Scope of Work: Janitorial, floor care, covid mitigation, handyman, window washing
Agreement Amount: 1.2 million annually **Agreement Start/End Date:** 3/1/2017
2. **Company Name:** Alter Media **Contact Name:** Jack Phung
Contact e-mail: _____ **Contact Phone:** 626.216.3368
Scope of Work: Janitorial, floor care, covid mitigation, handyman, window washing
Agreement Amount: \$60,000 annually **Agreement Start/End Date:** 4/1/2017
3. **Company Name:** Eniac **Contact Name:** Vince Aguilar
Contact e-mail: _____ **Contact Phone:** 626.497.5491
Scope of Work: Janitorial, floor care, covid mitigation, handyman, window washing
Agreement Amount: _____ **Agreement Start/End Date:** _____

Subcontractors to be utilized, if applicable:

1. **Company Name:** N/A **Contact Name:** _____
Contact e-mail: _____ **Contact Phone:** _____
Specialty: _____ **Years in Business:** _____
Scope of Work: _____
2. **Company Name:** N/A **Contact Name:** _____
Contact e-mail: _____ **Contact Phone:** _____
Specialty: _____ **Years in Business:** _____
Scope of Work: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

N/A

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

1) Describe your company' experience relevant to the Scope of Services requested by this RFP:

Our firm has extensive experience in medical facility services. Our operations team has over 20 years in operating within multi location medical buildings. We have a full service carpet and hard floor division to maintain your flooring. In addition we utilize our PURE Enhance service to combat Viruses such as Covid-19.

2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities. Provide a weekly staffing schedule which shows how you will cover all shifts and locations.

It is premature to provide a staffing plan this early in the process. A formal meeting with the client is part of our transition plan to better understand the requirements, needs and any special requests needed for each facility. A project similar to this would account for a team of two, one of which would be a lead supervisor.

3) Indicate what the timeframes are for you to be able to mobilize upon contract award:

Within two (2) weeks of award.

4) Explain how your staff is trained to disinfect areas and any other relevant trainings.

We are certified in "Global Biorisk Advisory Council" BGAC. CDC Approved cleaning chemicals along with EPA's Emerging Viral Pathogens Guidance are used and we follow the latest protocol available. We use Electrostatic spraying systems each day within your facility to proactively safeguard your buildings.

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

5) Please provide the number of janitorial staff that are related:

N/A

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?

N/A

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

An account manager is assigned to your account. The account manager works daily with the assigned crew to your buildings to ensure proper servicing as agreed upon with the SOW. In addition, weekly inspections are performed and all deficiencies are documented. These inspections are transparent with the client and you can view all activities, reports, scheduled within your online portal. We also request monthly property walks with you the client to review performance.

8) List additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

Pure Facility Solutions has over 80 years of combined experience in the Janitorial and Facility Services industry. We self perform all services and have PURE University, where we do continual training with all of our staff. Our team and uniformed, ID Badged and specifically trained to fit your facilities needs and requirements.

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

ATTACHMENT E

**EXCEPTION(S) TO SPECIFICATIONS AND/OR
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements
- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.
- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name
Tri-City Mental Health Authority

Property Location
JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security janitorial services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES				LOCATION: 2001 N. Garey Avenue in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	8,875	0.1196	200.00	18523.55	18523.55	18523.55	18952.74	18952.74
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	.12	1	745.50	745.50	745.50	745.50	745.50	
Carpet Shampooing	.08	2	426.00	426.00	426.00	426.00	426.00	
Exterior Power Washing	.35	1	250.00	250.00	250.00	250.00	250.00	
TOTAL (the sum of Additional Services only)			1,421.50	1,421.50	1,421.50	1,421.50	1,421.50	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			19,945.05	19,945.05	19,945.05	20,374.24	20,374.24	

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name
Tri-City Mental Health Authority

Property Location
JANITORIAL SERVICES Claremont*Pomona*La Verne

CLEANING SERVICES				LOCATION: 2008 N. Garey Avenue in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	15,595	0.114598	400.00	21445.87	21445.87	21445.87	28069.13	28069.13
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	0.12	1	1,309.98	1,309.98	1,309.98	1,309.98	1,309.98	
Carpet Shampooing	0.08	2	748.56	748.56	748.56	748.56	748.56	
Exterior Power Washing	.35	1	250.00	250.00	250.00	250.00	250.00	
TOTAL (the sum of Additional Services only)			2,308.54	2,308.54	2,308.54	2,308.54	2,308.54	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			23,754.41	23,754.41	23,754.41	30,377.67	30,377.67	

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name
Tri-City Mental Health Authority

Property Location
JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	4,809	0.18381	200.00	10607.31	10607.31	10607.31	10843.33	10843.33
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	0.12	1	404.00	404.00	404.00	404.00	404.00	
Carpet Shampooing	0.08	2	230.83	230.83	230.83	230.83	230.83	
Exterior Power Washing	0.35	1	250.00	250.00	250.00	250.00	250.00	
TOTAL (the sum of Additional Services only)			884.83	884.83	884.83	884.83	884.83	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			11,492.14	11,492.14	11,492.14	11,728.16	11,728.16	

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name
Tri-City Mental Health Authority

Property Location
JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	3,012	0.27725	200.00	10020.92	10020.92	10020.92	10235.62	10235.62
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	0.12	1	253.00	253.00	253.00	253.00	253.00	
Carpet Shampooing	0.18	2	144.58	144.58	144.58	144.58	144.58	
Exterior Power Washing	0.35	1	250.00	250.00	250.00	250.00	250.00	
TOTAL (the sum of Additional Services only)			647.58	647.58	647.58	647.58	647.58	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			10,668.58	10,668.58	10,668.58	10,883.20	10,883.20	

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name
Tri-City Mental Health Authority

Property Location
JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 205, 280, 290) in Pomona				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday through Friday	16,609	0.23598	450.00	47032.70	47032.70	47032.70	48481.67	48481.67
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional 2-Year Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	0.12	1	1395.16	1395.16	1395.16	1395.16	1395.16	
Carpet Shampooing	0.08	2	797.23	797.23	797.23	797.23	797.23	
Exterior Power Washing	0.35	1	250.00	250.00	250.00	250.00	250.00	
TOTAL (the sum of Additional Services only)			2442.39	2442.39	2442.39	2442.39	2442.39	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			49475.09	49475.09	49475.09	50924.06	50924.06	

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name
Tri-City Mental Health Authority

Property Location
JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont				
Service Dates	Square Footage	Price Per Square Footage	Estimated Supplies Cost (monthly)	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				Year 1 Total	Year 2 Total	Year 3 Total	Year 4	Year 5
Monday, Wednesday & Friday	4,000	0.20877	200.00	10020.96	10020.96	10020.96	10235.52	10235.52
ADDITIONAL SERVICES								
Description	Price Per Square Footage	Occurrence per Year	Year 1 Total	Year 2 Total	Year 3 Total	Optional Contract Extension		
						Year 4	Year 5	
Floor Waxing and Polish	0.12	1	336.00	336.00	336.00	336.00	336.00	
Carpet Shampooing	0.08	2	96.00	96.00	96.00	96.00	96.00	
Exterior Power Washing	0.35	1	250.00	250.00	250.00	250.00	250.00	
TOTAL (the sum of Additional Services only)			682.00	682.00	682.00	682.00	682.00	
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)			10702.96	10702.96	10702.96	10917.52	10917.52	



Signature of Authorized Representative

Nick Ellerbeck / Executive Director

Printed Name & Title of Authorized Representative

01/19/2021

Date

APPENDIX

2021 JANITORIAL CONTRACT: PRICING AND NOTES

Client Name

Tri-City Mental Health Authority

Property Location

JANITORIAL SERVICES Claremont*Pomona*La Verne

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

PRODUCT SPECIFICATIONS AND REQUIREMENTS

ITEM #	MANUFACTURER	BRAND NAME	PRODUCT DESCRIPTION	PRODUCT SPECIFICATION	
				INTENDED USE	ENVIROMENTALLY FRIENDLY OR TRADITIONAL
	BETCO	QUAT STAT	Disinfectant Cleaner,	Ph7Q Dual, Covid-19,	ENVIROMENTALLY FRIENDLY
	BETCO	GREEN EARTH	GLASS CLEANER	GLASS CLEANER	ENVIROMENTALLY FRIENDLY
	BETCO	Velocity	CHISEL DEGREASER,	Floor care	ENVIROMENTALLY FRIENDLY
	BETCO	GREEN EARTH	Floor disinfectant	DAILY FLOOR CLEANER	ENVIROMENTALLY FRIENDLY
	BETCO	FiberPRO		Carpet Shampoo,	ENVIROMENTALLY FRIENDLY
	BETCO	LIME GONE	Porcelain Cleaner	Toilet bowl cleaner	ENVIROMENTALLY FRIENDLY

EXHIBIT C



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor's Name	Last	First
-------------------	------	-------

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
------	-----------------------------	----------------------------------

Antonette Navarro, Executive Director

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
------	---------------------------------	--------------------------------------

DISTRIBUTION:

ORIGINAL

COPIES: HR Representative
 Contractor
 Finance



**Administration Office
1717 N. Indian Hill Blvd., Suite B
Claremont, CA 91711**

REQUEST FOR PROPOSALS

FOR

JANITORIAL SERVICES

NO. 2021-0101

January 14, 2021

Alex Ramirez, Facilities Manager
Phone: (909) 973-3555
E-mail: aramirez@tricitymhs.org

SUMMARY OF PROPOSAL PACKET

- RFP Cover Page
- Proposer's Company Information, References and Subcontractors
- Transmittal Letter
- Owner/Responsible Project Manager and Core Team
- Proposer's Company Work Process Information
- RFP Exceptions
- Proposer Price Proposal
- On or before February 17, 2021, 4:00 PM PST, completed Proposal Packet scanned and e-mailed to: JPA Administrator Clerk at molmos@tricitymhs.org

OR Hard Copy, sealed and delivered via mail, overnight, or in person (Mondays only)
to:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR JANITORIAL SERVICES"

- The full RFP may be downloaded from TCMHA's website at www.tricitymhs.org
- All proposals must be signed by a duly authorized representative of the agency.
- All unsigned or late proposals will be rejected.
- Faxed proposals are not accepted.
- Proposals will be verified for compliance with RFP specifications and also competitively evaluated.
- A recommendation to award contract tentatively will be presented to the Governing Board at its March 17, 2021 meeting.
- TCMHA reserves the right to make no award of contract.
- We appreciate your interest in Tri-City Mental Health Authority and look forward to your response.

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TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101

I. INTRODUCTION

Tri-City Mental Health Authority (TCMHA) is requesting proposals for Janitorial Services for five (5) Tri-City Mental Health Authority locations listed herein, for three years beginning April 1, 2021 and ending March 31, 2024, with an option to extend for two additional years. This Request for Proposals (RFP) is expected to result in a fixed price contract. All proposers shall meet the provisions, requirements and specifications listed in this Request for Proposal Document No. 2021-0101, and must be received by TCMHA as indicated in the **Proposal Requirements**.

II. AGENCY PROFILE

A. Tri-City Mental Health Authority (“TCMHA”)

TCMHA was established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne pursuant to the provisions of the Joint Exercise of Powers Act of the State of California, to deliver mental health services to the residents of the three Cities. Pursuant to the Joint Powers Authority Agreement, TCMHA is a public agency governed by a Governing Board (“Board) composed of seven members; four members are a council member of his/her respective City, and three members of the Board are community members appointed by the three Cities. To carry out the Agency operations, the Governing Board develops and establishes resolutions and policies, and appoints an Executive Director to conduct the Agency's day-to-day operations.

TCMHA has a stated commitment to achieving excellence and efficiency as a public Agency serving the diverse communities of Pomona, Claremont, and La Verne through its five facilities, over 200 employees, and outpatient services. TCMHA creates an integrated system of care to ensure access and to enhance the mental and emotional health of its clients. Available services include psychotherapy, clinical case management, medication support, peer-to-peer support, psychoeducation, linkage and referral, vocational training and support, socialization activities, and community outreach.

B. The Three Cities: Pomona, Claremont, and La Verne

The City of Pomona was incorporated as a City in 1888 and became a charter City in 1911. Today, Pomona is the seventh largest city in Los Angeles County, with a population of 154,345, encompasses a land area of 22.95 sq. miles, and is located approximately 27 miles east of downtown Los Angeles in the Pomona Valley between the Inland Empire and the San Gabriel Valley. Pomona is bordered by the cities of La Verne and Claremont on the north; the Los Angeles/San Bernardino county line forms most of the city's southern and eastern boundaries. Pomona boasts a progressive economy, business opportunity, and a strong workforce. Pomona is the site of Pomona Valley Hospital Medical Center and of the Fairplex, which hosts the L.A. County Fair and the NHRA Auto Club Raceway (formerly known as Pomona Raceway). Colleges and universities located in Pomona are California State Polytechnic University (Cal Poly Pomona), Western University of Health Sciences (formerly known as College of Osteopathic Medicine of the Pacific) and DeVry University has a campus in Pomona.

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The City of Claremont was founded in 1887 and incorporated in 1907; it is located approximately 30 miles east of Los Angeles, consisting of 35,000 residents and an area of 14.14 square miles. The City's development has always been closely associated with the academically acclaimed Claremont Colleges consisting of five undergraduate and two graduate higher education institutions. The community takes pride in its rich cultural, educational and architectural heritage, as well as its small-town atmosphere.

The City of La Verne was founded in 1887 and incorporated in 1906; it is situated approximately 35 miles east of Los Angeles nestled in the foothills of the San Gabriel - Pomona Valleys, consisting of a population of over 33,000 and a land area of 8.6 square miles. La Verne is a well-balanced residential community which includes a good mix of commercial and industrial uses as well as the University of La Verne, an airport and fine public and private schools.

III. SCOPE OF SERVICES

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. Custodial services include nightly cleaning and keeping facilities sanitized and clear of debris to maintain a safe and clean environment for TCMHA employees, clients and guests. The identified facilities requiring custodial services consist mostly of general office space, including restrooms, lunchrooms, conference rooms, kitchen facilities, hallways, community rooms, and exterior space. Contractor is responsible for on-site inspections of all facilities and shall provide sufficient personnel required to satisfactorily accomplish stated tasks. Janitorial services shall be provided at the following TCMHA locations:

1. 2001 N. Garey Avenue, Pomona, CA 91767 – MHSA Building
2. 2008 N. Garey Avenue, Pomona, CA 91767 – Adult Outpatient Clinic and TCG
3. 1403 N. Garey Avenue, Pomona, CA 91767 – Wellness Center
4. 1900 Royalty Drive, Suites 160, 170, 180, 205, 280, & 290, Pomona, CA 91767
5. 1717 N. Indian Hill Boulevard, Claremont, CA 91711 – Administration Office

All work is to be performed according to industry standards, according to the material manufacturers' recommendations and to the satisfaction of Tri-City Mental Health Authority. The work shall include, but is not limited to the tasks listed in ***Attachment A***.

IV. RFP AND TIMELINE

A. RFP Schedule

- Request for Proposal (RFP) Issued: **January 14, 2021**
- Voluntary Pre-Proposal Meeting (Project Site Tour): **February 1, 2021**
- Written Questions Deadline: **February 5, 2021**
- Response to Written Questions/RFP Addendum Posted: **February 10, 2021**
- **Proposals Deadline: February 17, 2021, 4:00 PM PST**
- Interviews: **March 3, 2021, time TBD**
- Anticipated Award of Contract: **March 17, 2021**
- Anticipated Commencement of work: **April 1, 2021**

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B. Explanation of Timeline

1. RFP Issued. The Request for Proposal Documents may be obtained from TCMHA's website at www.tricitymhs.org. The TCMHA will not be responsible for the completeness or accuracy of Request for Proposal Documents retrieved from any other source than directly from TCMHA.

2. Voluntary Pre-Proposal Meeting/Site Visit (Project Tour). TCMHA is scheduling a voluntary pre-proposal meeting/site visit to give the opportunity to visit the facilities and discuss the requested janitorial services. Failure to inspect the sites will in no way relieve the successful contractor from performing any labor necessary for the satisfactory completion of the work. The site visit will be on February 1, 2021 and will begin at 2008 N. Garey Avenue, Pomona, CA 91767. Proposers interested in submitting a proposal must contact the RFP Contact Person to acknowledge attendance for the site visit. Please plan on three hours for walk-through as we will be traveling to five locations. Transportation will not be provided by TCMHA and is the responsibility of the Proposer. Due to COVID-19 protocols and safety measures, all proposers shall wear a facemask during the walkthrough and physical distancing shall be maintained.

3. Written Questions Deadline. Submit all written questions by the deadline to RFP Contact Person. Questions submitted in any other manner or format are not acceptable. All questions must be received via e-mail by 5:00 PM PST February 5, 2021 (see **RFP Schedule**). Questions will be responded to in writing. Written summaries of all questions and answers will be published on TCMHA's website. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

4. Response to Written Questions/RFP Addendum Posted. Any material change to the RFP will be listed on an Addendum to the RFP and posted at www.tricitymhs.org by February 10, 2021. Additional written questions must be received by the RFP Contact Person no later than two (2) days after an Addendum is posted. The Agency reserves the right to post additional addenda until the RFP closing date and time. Any written addendum issued during the Proposal time shall become a part of the Request for Proposal Document and shall be signed and attached to the Proposal and made a part of the Proposal submitted. It is the Proposer's responsibility to indicate acknowledgement, sign, and return addendums with their response. TCMHA reserves the right to reject any responses deemed to be non-responsive.

5. Proposal Deadline. Proposals must be received no later than the deadline specified in RFP and Proposal Timeline.

6. Proposal Evaluation Period. An Evaluation Committee will review and evaluate the proposals and make a recommendation as to which bid(s) to move forward.

7. Interviews. TCMHA will interview the top three Proposer(s). The interviews will be held either on-site or via virtual format (Ring Central, Zoom).

8. Anticipated Award of Contract. A formal written notice of intent to award letter will be sent to the selected Proposer; and it will include the anticipated date of the Governing Board meeting when the item will be presented for approval.

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V. PROPOSAL REQUIREMENTS

A. TCMHA Contact During Proposal Process

During the proposal process, TCMHA contact shall be Alex Ramirez, Facilities Manager, e-mail: aramirez@tricitymhs.org.

B. Time and Manner of Submission

A fully executed Proposal shall be scanned and emailed to molmos@tricitymhs.org no later than **4:00 p.m., Pacific Time, on February 17, 2020**. Proposals may also be submitted in hard-copy form via U.S. Mail, Overnight, or Hand Delivery, and shall be received by TCMHA Mental Health Authority's Administration Office no later than the Closing Time 4:00 p.m., Pacific Time, on February 17, 2021. Received proposals will be time stamped. Proposals submitted via Hand Delivery, may be delivered on **Mondays only between the hours of 8:00 AM and 4:00 PM (Pacific)**, excluding TCMHA holidays. Proposals delivered after the Closing Time will not be accepted. Proposals must be in a sealed envelope, and be marked and addressed as follows:

Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: JPA Administrator/Clerk
"SEALED PROPOSAL FOR JANITORIAL SERVICES"

C. Proposal Format

It is TCMHA's request that the proposals be brief and succinct. Information listed 1-8 below, including Appendices B-F, to this proposal document are required to be included in the submitted proposal. If not included, the submitted proposal will be considered incomplete; and thus, non-responsive. The proposal shall be submitted in the following format:

1. RFP Cover Page – (*Attachment B*)
2. Proposer's Company Information, References and Subcontractors (*Attachment C*)

3. Transmittal Letter. The letter signed by the authorized Proposer representative should provide an executive summary that briefly states the Proposer's interest in the services, the understanding of the work to be done, the commitment to perform the work, and irrevocable offer for 90 days from the closing date. The letter and executive summary shall be limited to no more than two (2) pages.

4. Owner/Responsible Project Manager and Core Team. List the owner or person in charge, and a concise statement of qualifications and experience applicable to each type of service that is to be provided. List the key staff and sub-contractors, if any, along with a brief statement of qualifications for individual members which will be assigned to provide the requested services in this RFP.

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5. Proposer's Company Work Process Information (Attachment D). List former clients for whom similar or comparable services have been performed. Include the name, mailing address, mailing address, and telephone number of the appropriate contact person.

6. RFP Exceptions (Attachment E). Provide properly completed Exception(s) To Specifications/Sample Services Agreement (*Attachment G*). If Proposer has no exceptions, then Proposer must check the box, where indicated.

7. Proposer Price Proposal (Attachment F). The services shall include a performance and cost schedule for all services necessary to complete this project. The proposal should specify the major components and the cost of square footage and supplies or materials as indicated on the tables provided, based on the scope of services outlined in the proposal. The proposal should include, a total proposed, "not to exceed" costs of the services, including attaching a fee and rate schedule describing all charges and hourly rates for services, if any.

The Proposer shall state specifically what is being furnished, such as materials, labor, tools, and other equipment necessary to the complete the scope of services or expected number of hours with hourly rate. Cost will not be the deciding factor in making the selection. The overall total cost to TCMHA will be considered and the degree of the importance of cost will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

8. Copy of Contractor's, Business License and/or Certifications. A copy of the business license will be required after the award of contract.

VI. AWARD AND AGREEMENT EXECUTION

A. Proposal Opening

Due to COVID-19, there will be no public opening of submittal proposals. After the evaluation process is concluded and a proposed intent to award determination is made, a written notification of the proposed award will be provided to all proposers.

B. Proposal Evaluation

The proposal should give clear, concise information in sufficient detail to allow an evaluation. The agency should provide an affirmative statement that it is independent of TCMHA and that the services performed are in the capacity of independent contractors and not as an officer, agent, or employee of TCMHA.

The Proposals will be reviewed and evaluated based on the following criteria:

1. Proposer's qualifications, description and experience
2. Understanding and ability to perform the Scope of Work
3. References and experience with similar projects
4. Supplies Availability and Quality of cleaning supplies and paper products
5. Cost Proposal

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C. Proposal Rejection

TCMHA reserves the right to reject any and all proposals, either in part or in its entirety; or to negotiate specific terms, conditions, compensation, and provisions on any agreements that may arise from this solicitation; to waive any informalities or irregularities in the proposals; to request and obtain, from one or more of the agencies submitting proposals, supplementary information as may be necessary for TCMHA staff to analyze the proposals; and to accept the proposal that appear to be in the best interest of TCMHA. In determining and evaluating the proposals, costs will not necessarily be controlling; the experience of those who will be providing services under the agreement, quality, equality, efficiency, utility, suitability of the services offered, and the reputation of applicants will be considered, along with other relevant factors.

D. Subcontracting

If subcontracting is contemplated, this should be discussed in your proposal. No subcontracting will be allowed without the express prior written consent of the TCMHA.

E. Withdrawal or Modification of Proposals

Proposals may be modified or withdrawn only by a written request received by TCMHA prior to the Request for Proposal due date (Closing Date).

F. Agreement Period

The initial agreement period shall be for three (3) years beginning on Commencement date. TCMHA can at its choice, exercise offers for two additional annual extensions for a total possible agreement period of five (5) years, subject to the annual review and recommendation of the Executive Director, the satisfactory negotiation of terms (including a price acceptable to both TCMHA and the selected agency), the concurrence of the Governing Board, and the annual availability of a budget appropriation. No price increases shall be accepted during the initial agreement period.

G. Award of a Contract

A contract may be awarded to the successful Proposer for the Project by TCMHA Governing Board, as applicable, based upon the criteria reflected in this RFP. TCMHA reserves the right to execute, or not execute, an Agreement with the successful Proposer when it is determined to be in TCMHA's best interests. This RFP does not commit TCMHA to award a contract; and no Proposal or Agreement shall be considered binding upon TCMHA until the execution of the Agreement by TCMHA and all conditions of the Agreement and/or RFP have been met.

H. Execution of Agreement

By submitting a Response, the Proposers agree to be bound to and execute an Independent Contractor Agreement (*Attachment G*) for the services described in this RFP. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for TCMHA's consideration.

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None of the foregoing shall preclude TCMHA, at its option, from seeking to negotiate changes to the Contract prior to its execution. TCMHA may cancel all or any portion of the Agreement for any reason with 30 days written notice to Contractor. The Agreement shall be signed prior to the commencement of any work by the successful Proposer and returned, together, with the required insurance forms within fourteen (14) calendar days after the Proposer has received written notice of award. Failure to do so shall be just cause for the annulment of the award at the sole election of TCMHA.

I. Indemnity and Insurance Requirements

The awarded Proposer shall comply with the indemnity and insurance requirements set in the Independent Contractor Agreement (*Attachment G*). If selected, Proposer shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. In addition, Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated therein. Note that special endorsements are required for the Workers' Compensation insurance that may result in additional premium charges.

VII. GENERAL PROVISIONS

A. Independent Contractor

In performance of the work, duties and obligations assumed by the Proposer, it is mutually understood and agreed that the Proposer, including any and all of the Proposer's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of TCMHA.

B. Public Records - Notice Related to Proprietary/Confidential Data

Proposer understands that the public shall have access, at all reasonable times, to all documents and information, subject to the Public Records Act, and agrees to allow access by TCMHA and the public to all documents subject to disclosure under applicable law. Proposer's failure or refusal to comply with the provision of this section shall result in the immediate cancellation of the Agreement (if awarded). Proposers are advised that the California Public Records Act (the "Act", Government Code §§6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Proposer shall clearly identify any information within its submission that it intends to ask TCMHA to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. Failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. TCMHA favors full and open disclosure of all such records. TCMHA will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

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Note that wholesale use of headers/footers bearing designations such as "confidential", "proprietary", or "trade secret" on all or nearly all of a proposal is not acceptable, and may be deemed by TCMHA as a waiver of any exemption claim. Any Proposal that includes a blanket statement or limitation, which would prohibit or limit public inspection may be considered non-responsive and may be rejected. Pricing information is generally not considered proprietary information. The identification of exempt information must be specific. TCMHA assumes no responsibility for disclosure or use of unmarked data for any purposes.

C. Conflict Of Interest

Proposers, by responding to this RFP, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the TCMHA is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Furthermore, proposer represents and warrants to TCMHA that it has not employed or retained any person or company employed by the TCMHA to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Agreement.

D. Nondiscrimination

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, sexual identity or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of the aforementioned be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

E. Debarred/Suspended Contractors

The awarded Proposer shall certify that no staff member, officer, director, partner, principal, or owner, or sub-contractor is excluded from any Federal health care program, or federally funded contract, as required in the Independent Contractor Agreement (*Attachment G*).

F. Governing Law and Regulations

The services will be performed in, construed by and interpreted according to the laws of the State of California. Proposer will comply with all federal, state, and local laws, standards, regulations, licenses, and permits. No proposal received and read may be withdrawn for a period of ninety (90) calendar days after the date fixed for opening proposals. TCMHA intends to award the Agreement within sixty (60) calendar days of receiving the proposals. TCMHA reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between TCMHA and the agency selected. There is no expressed or implied obligation for TCMHA to reimburse responding Proposers for any expenses incurred in preparing proposals in response to this request or for developing and carrying out interview presentations.

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Any proposal preparation and/or travel cost in regards to this proposal is the sole responsibility of the Proposer. All proposal documents, prints and any detailed drawings shall be the property of TCMHA once submitted.

The successful Proposer will be required to satisfy all current legal requirements applicable to this work including Labor Code section 1061(b)(1), if applicable. The Proposer, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is TCMHA's intent to choose only a small number of the most qualified agency to interview with TCMHA, TCMHA reserves the right to choose any number of qualified finalists.

VIII. DEFINITIONS

A. Tri-City Mental Health Authority: Tri-City Mental Health Authority (TCMHA) or its authorized representative.

B. Request for Proposal Documents: The document soliciting invitation for proposal and includes basic proposal information and contractual documents.

C. Proposer: a person, corporation, partnership, or other entity who submits a proposal.

D. Proposal Packet: All requested and required Request for Proposal Documents and forms submitted by the Proposer to TCMHA.

E. Closing Time: The time and date deadline for submission of Proposal.

F. Independent Contractor: Upon TCMHA's award of the agreement a successful Proposer will become known as "Independent Contractor".

IX. ATTACHMENTS

Attachment A: Scope of Services

Attachment B: RFP Cover Page

Attachment C: Proposer's Company Information, References and Subcontractors

Attachment D: Proposer's Company Work Process Information

Attachment E: RFP Exceptions

Attachment F: Proposer Price Proposal

Attachment G: Sample Agreement

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ATTACHMENT A

SCOPE OF SERVICES

Contractor shall provide night janitor(s) at each identified facility after the facility’s normal hours of operation. Tri-City Mental Health Authority expects the facilities specified herein to be cleaned and maintained at a level of quality commensurate with the highest standards of professional janitorial services.

The successful contractor shall furnish all cleaning supplies, materials, and equipment necessary for the performance of the work specified. These supplies and materials shall be of quality acceptable to TCMHA. Contractor shall not use any material that TCMHA determines unsuitable for the purpose or harmful to the surface to which applied or to another part of the buildings, its content or equipment.

A. SERVICE AREAS:

Location	Temporary Service Dates*	Time	Square Footage
2001 N. Garey Avenue	Tuesday & Friday	Evenings	8,875
2008 N. Garey Avenue	Monday through Friday	Evenings	15,595
1403 N. Garey Avenue	Front Building Wednesday, Friday	Evenings	4,809
	Back Building Monday, Wednesday, Friday	Evenings	3,012
1900 Royalty Drive Suites: 160, 170, 180, 205, 280, 290	Tuesday & Friday	Evenings	16,609
1717 N. Indian Hill Blvd.	Tuesday & Friday	Evenings	4,000

*** Temporary dates due to the COVID-19 pandemic. Service dates will change back to five (5) nights a week when pandemic is over.**

B. SERVICE DAYS

1. For the purposes of this RFP, all bids shall be based on the normal operating schedule of Monday through Friday, 5 nights per week.
2. Invoicing shall then be prorated to reflect current pandemic schedule listed above. With written approval, service days may change.
3. Extra service costs shall be reflected in pricing schedule.

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C. PERSONNEL

1. Contractor's employees may not bring children, relatives, acquaintances or visitors onto Tri-City property at any time while performing services.
2. At least one (1) contractor employee on site at each facility, at all times must be able to read, speak and write in the English language.
3. All personnel, must wear respective company uniform and/or ID Badge at all times.
4. Ensure all his/her employees shall observe all rules and regulations when conducting businesses on TCMHA premises.
5. Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on Tri-City property. Smoking will only be allowed in designated areas 50 ft. away from the building.
6. Contractor shall establish a primary and secondary contact person whom would be available for any custodial emergencies.
7. Upon award of the contract essential keys will be issued for all facilities listed, the contractor must sign for these keys.
8. If contractor loses any keys, they will be charged for replacements and any additional charges incurred.
9. Building alarm codes will be issued, the Contractor shall be responsible for deactivating and arming any alarm systems.
10. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling
11. Maintain an inventory of all cleaning chemicals, Safety Data Sheets (SDS) shall be kept on site and available for review upon request.

D. CLEANING SERVICES

1. Lobbies

a. Daily

- Sweep off all entrance areas and mop as needed
- Remove fingerprints, smudges and scuff marks from all entrance doorways, windows, and window sills
- Spot clean walls, doors, windows, light switches and other horizontal surfaces to remove all marks, smudges and fingerprints
- Pick up magazines and newspapers in the client reception areas and place back in the newspaper racks
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Organize waiting room chairs so they are lined up
- Make sure the check-in countertops are dusted and disinfected especially the ones in the front desks
- Make sure elevator floors are cleaned every day and free of any litters. Disinfect all buttons and handrails

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- b. Weekly
 - High dust vents, blinds and window sills
 - c. As Requested
 - Floors waxed and polished
- 2. Offices**
- a. Daily
 - Vacuum or mop floors
 - Remove trash and replace liner
 - Dust desks, chairs and other furniture
 - Disinfect door handles and light switches
 - b. Weekly
 - High dust vents, blinds and window sills
 - c. As Requested
 - Spot Clean Stains: Removal of difficult stains
- 3. Hallways**
- a. Daily
 - Vacuum or mop floors with a solution of water and disinfectant
 - Remove trash, cardboard boxes and other debris and dispose into receptacle provided
 - Disinfect door handles and light switches
 - b. Weekly
 - High dust vents, blinds and window sills
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
 - c. As Requested
 - Spot Clean Stains: Removal of difficult stains
- 4. Conference Rooms**
- a. Daily
 - Wipe down table and organize chairs
 - Vacuum or mop floors with a solution of water and disinfectant
 - Remove trash and replace liner
 - Disinfect door handles and light switches
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
 - b. Weekly
 - High dust vents, blinds and window sills
 - c. As Requested
 - Spot Clean Stains: Removal of difficult stains

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5. Carpet Maintenance

- a. Daily
 - Spot clean minor stains
 - Report large stains to Facilities Coordinator
- b. As Requested
 - Spot Clean Stains: Removal of difficult stains.
 - Shampooing Offices/Conference Rooms and Hallways

6. Breakrooms

- a. Daily
 - Wipe down table(s), sink, faucet and organize chairs
 - Restock paper towels and refill soap dispenser (dish and hand soap). Notify Facilities staff of any supply shortages
 - Remove trash and replace liner
 - Mop floors with a solution of water and disinfectant
 - Wipe down microwaves inside and out
 - Empty and rinse out coffee pots – please ensure the machine is off
 - Disinfect door handles and light switches
- b. Weekly
 - High dust vents, blinds and window sills
 - Spot clean walls, doors and other horizontal surfaces to remove all marks, smudges and fingerprints
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

7. Restrooms

- a. Daily
 - Restock paper towels, toilet paper and refill soap dispenser
 - Remove trash and replace liner
 - Mop floors with a solution of water and disinfectant
 - Clean sinks and toilets with Soft Scrub to keep white
 - Remove any graffiti as needed
 - Wipe down faucets and mirrors. Dust walls as needed
 - Wipe and polish all chrome fixtures in bathrooms
 - Disinfect door handles and light switches
- b. Weekly
 - Wash full surface area of all stall partitions and doors with solution of water and disinfectant.
 - High dust air vents
- c. As Requested
 - Spot Clean Stains: Removal of difficult stains

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8. Exterior / Stairways / Breezeway

a. Daily

- Clean around entrance area and around building, clean area near dumpsters and make sure dumpsters are secure when done
- Pick up trash, cardboard boxes and other debris and dispose into receptacle provided
- Wipe fingerprints and smudges off glass surfaces including doors
- Remove any graffiti as needed
- Disinfect door handles

b. Weekly

- High dust light fixtures and signage

c. As Requested

- Power washing of floors

9. Before Leaving

a. Daily

- Remove all collected trash and place in dumpsters and lock dumpsters
- Clean and arrange all equipment in janitor closet
- Ensure that all Doctor's offices are locked
- Ensure that all exterior doors are closed and locked
- Turn off lights of all rooms cleaned
- Indicate in email of any items that need attention or supplies that need to be ordered
Please email Facilities for any items needed
- Alarm building

E. ADDITIONAL SERVICES

TCMHA reserves the right to add or delete services and facilities to the contract as may be required. Any other additional work shall be completed only after a written estimate has been submitted by the Contractor and has been approved by TCMHA.

F. SUPPLIES AND MATERIALS

1. Each contractor shall submit, as part of their returned proposal, a list giving the name of the manufacturer, the brand name and intended use of the chemicals that they propose to use in the performance of the work. If requested, Contractor may need to provide samples of cleaning supplies and toiletries. (see Attachment F)
2. The successful contractor shall furnish two (2) copies of Safety Data Sheets (SDS). One (1) will be maintained at each facility where work is being performed and one (1) shall be given to the Facilities Coordinator.
3. Each contractor shall provide a complete breakdown of supplies for each building. Preferably, these products would be environmentally friendly.
4. The successful contractor shall provide supplies for each facility including, but not limited to:
 - a. Trash Liners
 - b. Bathroom tissue, white 2-ply rolls and 2-ply jumbo roll bathroom tissue
 - c. Toilet seat covers
 - d. Roll paper towels 2-ply perforated
 - e. Multi fold hand towels to fit appropriate dispensers

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- f. Soap (dish and hand)
- g. Sanitary bags
- h. Urinal screens
- i. Odor control supplies
- j. Cleaning and disinfecting supplies
- k. Microfiber cloth towels

G. RIGHT TO KNOW ACT (ACT 80 OF 1986)

1. The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that you fulfill the following:
 - a. Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

H. STORAGE SPACE

1. TMHA shall furnish space for the purpose of storing Contractor's equipment and supplies in all facilities. Keys for storage space shall be provided to Contractor by TCMHA. Storage space must be maintained in a neat and orderly manner. Contractor is responsible for following proper storage handling rules and regulations and adhering to all applicable codes related to material handling.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Current Safety Data Sheets must be available in all chemical storage areas.

I. EQUIPMENT

1. All necessary cleaning equipment for additional services, including power driven floor scrubbing machines, waxing polishing machines, shall be furnished by the successful contractor as needed.
2. Equipment owned by the Contractor shall be clearly identified and safely stored.
3. Exception – TCMHA shall provide commercial grade vacuum cleaners for each location.

J. KEYS AND ALARM CODES

1. Upon award of the contract essential keys will be issued for all facilities listed. The contractor must sign for these keys. If contractor loses any keys, they will be charged for replacements and any additional charges incurred. The contractor must return all issued keys at the termination of the contract. **Keys are NOT to be reproduced or replicated under any circumstances.**
2. Key Fobs will be issued to staff assigned to the 2008 N. Garey Ave location.
3. Contractor will receive alarm codes to arm each location. Training on arming the building shall be provided by the Facilities Manager/Coordinator.

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ATTACHMENT B

RFP COVER PAGE

Name of Person, Business or Organization:	
Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corporation, Non-Profit, Public)	
Federal Tax ID Number:	
Contact Person – Name	
Contact Person – Address	
Contact Person – Phone Number (s)	
Contact Person – e-mail address	

By signing this ***RFP Cover Page*** I hereby attest: that I have read and understood all the terms listed in the RFP; that I am authorized to bind the listed entity into this agreement; and that should this proposal be accepted, I am authorized and able to secure the resources required to deliver against all terms listed within the RFP as published by TCMHA, including any amendments or addenda thereto except as explicitly noted or revised in my submitted proposal.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

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ATTACHMENT C

PROPOSER'S COMPANY INFORMATION, REFERENCES AND SUBCONTRACTORS

Company Name:	Address:
Owner, Principal Officer:	Headquarters Location/Date of Establishment:
Email:	Website:
Phone:	Fax:

List license(s) and corresponding numbers/classification applicable or required for the scope of work of this proposal:

Have you ever operated this business under a different name? Yes _____ No _____

If yes, please explain:

[Continued on Page 2]

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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List references of projects that your company is currently *working on or completed* in the last 5 years of similar size and scope of work for this proposal:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

3. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Scope of Work: _____
Agreement Amount: _____ Agreement Start/End Date: _____

Subcontractors to be utilized, if applicable:

1. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

2. Company Name: _____ Contact Name: _____
Contact e-mail: _____ Contact Phone: _____
Specialty: _____ Years in Business: _____
Scope of Work: _____

On Going Legal Proceedings: Provide details on any litigation in which your firm has been engaged in the past five (5) years. If none, then write "NONE."

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ATTACHMENT D

PROPOSER COMPANY WORK PROCESS INFORMATION

As part of proposal, Proposers are required to respond to the following questions:

- 1) Describe your company' experience relevant to the Scope of Services requested by this RFP:

- 2) Describe your Staffing Plan for providing Janitorial Services at the various TCMHA Facilities. Provide a weekly staffing schedule which shows how you will cover all shifts and locations.

- 3) Indicate what the timeframes are for you to be able to mobilize upon contract award:

- 4) Explain how your staff is trained to disinfect areas and any other relevant trainings.

[Continued on Page 2]

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5) Please provide the number of janitorial staff that are related:

6) If janitorial staff is related, will the Quality Control Specialist be related? If so, how?

7) Describe your Quality Control Plan, include procedures and personnel utilized for quality control, problem resolution, self-assessment, interaction with TCMHA, and control of performance.

8) List additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about your qualifications

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ATTACHMENT E

**EXCEPTION(S) TO SPECIFICATIONS AND/OR
SAMPLE INDEPENDENT CONTRACTOR AGREEMENT**

- We **have no** exceptions to the Scope of Work/Requirements

- We **have** exceptions to the Scope of Work/Requirements as listed below. Exceptions to the Scope of Work/Requirements stated herein shall be fully described in writing by the Proposer in the space provided below. Any alternate must be approved by Tri-City Mental Health Authority no less than 10 business days prior to the closing date.

- We **have no** exceptions to any other section of the Proposal Document or Independent Contract Agreement.

- We **have** exceptions to the Proposal Document or Independent Contract Agreement stated herein shall be fully described in writing by the Proposer in the space provided below.

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY

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ATTACHMENT F

PROPOSER PRICE PROPOSAL

To ensure consistency and for proper analysis, pricing submission should follow the format below. Proposers are to list price for square foot rates and the supplies cost for each location listed in this Attachment F. Any deviation from the format of the form or other personnel types added to this form by the Proposer will not be considered or evaluated by Tri-City Mental Health Authority. The rates shall include any required overhead, holiday or internal administrative services. Prevailing wage does not apply to security janitorial services (Section 1771, 8 Cal Regs §16000).

CLEANING SERVICES				LOCATION: 2001 N. Garey Avenue in Pomona				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	8,875							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

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CLEANING SERVICES				LOCATION: 2008 N. Garey Avenue in Pomona				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	15,595							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Front Building)				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	4,809							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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CLEANING SERVICES				LOCATION: 1403 N. Garey Avenue in Pomona (Back Building)				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	3,012							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
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CLEANING SERVICES				LOCATION: 1900 Royalty Dr. (Suites 160, 170, 180, 205, 280, 290) in Pomona				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday through Friday	16,609							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	Optional 2-Year Contract Extension		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2021-0101**

CLEANING SERVICES				LOCATION: 1717 N. Indian Hill Boulevard, Suite B, in Claremont				
Service Dates	<u>Square Footage</u>	<u>Price Per Square Footage</u>	<u>Estimated Supplies Cost (monthly)</u>	(The amounts for each corresponding Year 1-5 shall also include the cost of supplies for the entire year)			Optional 2-Year Contract Extension	
				<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Year 4</u>	<u>Year 5</u>
Monday, Wednesday & Friday	4,000							
ADDITIONAL SERVICES								
Description	<u>Price Per Square Footage</u>	<u>Occurrence per Year</u>	<u>Year 1 Total</u>	<u>Year 2 Total</u>	<u>Year 3 Total</u>	<u>Optional Contract Extension</u>		
						<u>Year 4</u>	<u>Year 5</u>	
Floor Waxing and Polish		1						
Carpet Shampooing		2						
Exterior Power Washing		1						
TOTAL (the sum of Additional Services only)								
GRAND TOTAL (the sum of Cleaning Services Total and Additional Services Total)								

Signature of Authorized Representative

Printed Name & Title of Authorized Representative

Date

**TRI-CITY MENTAL HEALTH SERVICES AUTHORITY
RFP NO. 2020-1201**

ATTACHMENT G

SAMPLE AGREEMENT



INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN THE

TRI-CITY MENTAL HEALTH AUTHORITY

AND

DATED

Section Page

- 1. Parties and Date. 1
- 2. Contractor. 1
- 3. Scope of Services. 1
- 4. Performance of Services. 1
- 5. Subcontractors. 2
- 6. Time and Location of Work. 2
- 7. Terms. 2
- 8. Termination. 3
 - a. Neglect or Refusal to Comply 3
 - b. Breach. 3
 - c. Non-payment. 3
 - d. Effect of Termination. 3
- 9. Compensation. 3
- 10. Licenses. 4
- 11. California Labor Law Requirements. 4
- 12. Proprietary Information. 4
- 13. Records and Audits. 4
- 14. General Terms and Conditions. 5
 - a. Indemnity. 5
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- 15. Representative and Notice. 7
 - a. Tri-City’s Representative. 7
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AGREEMENT

1. PARTIES AND DATE

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made and entered into on the _____ by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a joint powers agency organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 (hereinafter “TCMHA” or “Tri-City”) and _____ with its principal place of business at _____ (hereinafter "Contractor"). Tri-City and Contractor are sometimes individually referred to as a “Party” and collectively as “Parties.”

2. CONTRACTOR

The express intention of the parties is that Contractor is an independent janitorial contractor and not an employee, agent, joint venture or partner of Tri-City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employee and employer between Contractor and Tri-City or any employee or agent of Contractor. At all times Contractor shall be an independent contractor and Contractor shall have no power to incur any debt, obligation, or liability on behalf of Tri-City without the express written consent of Tri-City. Neither Tri-City nor any of his agents shall have control over the conduct of Contractor or any of Contractor’s employees, except as set forth in this Agreement. In executing this Agreement, Contractor certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Tri-City.

3. SCOPE OF SERVICES

Contractor shall provide the specified services and/or materials as set forth in ‘Exhibit A’ of this Agreement and the Contractor’s Proposal for Janitorial Services incorporated into and made a part of this Agreement as ‘Exhibit B.’

4. PERFORMANCE OF SERVICES

Contractor reserves the sole right to control or direct the manner in which services are to be performed. Contractor shall retain the right to perform services for other entities during the term of this Agreement, so long as they are not competitive with the services to be performed under this Agreement. Contractor shall neither solicit remuneration nor accept any fees or commissions from any third party in connection with the Janitorial Services provided to Tri-City under this Agreement without the expressed written permission of Tri-City. Contractor warrants that it is not a party to any other existing agreement which would prevent Contractor from entering into this Agreement or which would adversely affect Contractor’s ability to fully and faithfully, without any conflict of interest, perform the Services under this Agreement.

In addition, Contractor shall provide Janitorial Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations and in accordance with all applicable, current industry standards, regulations codes and statutes. Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted

and used by the industry. All work shall comply with the applicable licensing, federal, state, and/or all local or city ordinances, codes, rules, orders, regulations, and statutes affecting any services performed under this Agreement. Compliance with this section by Contractor shall not in any way excuse or limit the Contractor's obligations to fully comply with all other terms in this Agreement.

5. SUBCONTRACTORS

Neither party hereto may assign this Agreement, nor will Contractor subcontract any service requested hereunder to contractor(s) unless consented to in writing by the Executive Director of Tri-City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. TIME AND LOCATION OF WORK

Contractor shall perform janitorial services required by this Agreement at the agreed upon locations, at any time required and appropriate, and within the manner outlined in 'Exhibit A'.

7. TERMS

The services and/or materials furnished under this Agreement shall commence February 01, 2021 and shall be and remain in full force and effect until amended or terminated at the end of Year-Three on March 31, 2024, with an option to extend for two additional years through March 31, 2026; unless terminated in accordance with the provisions of Section 8 below.

8. TERMINATION

This Agreement may be terminated only as follows:

a. Written Notice. Either party may terminate this Agreement at any time, without cause, upon thirty (30) calendar days' prior written notice to the other party. Contractor agrees to cooperate fully in any such transition, including the transfer of records and/or work performed

b. Neglect or Refusal to Comply. If at any time, Contractor fails to supply suitable equipment, an adequate working force, or material of proper quality, or shall fail in any respect to perform any work with the diligence and force specified and intended in and by the terms of the contract, notice thereof will be provided in writing to Contractor. Should the Contractor neglect or refuse to provide means for satisfactory compliance with the contract, as directed by the City Representative, within the time specified in such notice, Tri-City in any such case shall have the power to terminate all or any portion of the contract.

c. Breach. Tri-City, in its sole discretion, may terminate this Agreement "for cause" effective upon written notice to Contractor if Contractor has committed a material default under, or a breach of, this Agreement or has committed an act of gross misconduct. Contractor's failure to complete Janitorial Services on a timely basis shall constitute a material breach of this Agreement. For the purposes of this Agreement, the term "act of gross misconduct" shall mean the commission of any theft offense, misappropriation of funds, dishonest or fraudulent conduct, or any violation of any of the provisions under this Agreement.

d. Non-payment. Contractor, in its sole discretion, may terminate this Agreement effective upon written notice to Tri-City if Tri-City fails to pay the Compensation as defined in Section 9 (other than amounts which are subject to a good faith dispute between the parties) to Contractor within thirty (30) calendar days of the applicable payment's due date.

e. Effect of Termination. No termination of this Agreement shall affect or impair Contractor's right to receive compensation earned for work satisfactorily completed through the effective date of termination. In the event of termination, Contractor shall immediately deliver all work product to Tri-City, which work product shall be consistent with all progress payments made to the date of termination.

9. COMPENSATION

For the full performance of this Agreement:

a. The Contractor will bill on a monthly basis based on work performed and completion/delivery of services/goods as detailed in Section 3 of this Agreement and only upon satisfactory delivery/completion of goods/services in a manner consistent with professional and industry standards for the area in which Contractor operates. Invoices not including the proper purchase order or any variations may cause a delay in payment. Payment will be made within thirty (30) days following receipt of invoices and approved by the staff overseeing the work. Tri-City does not pay in-advance and shall not be responsible for any interest or late charges on any payments from Tri-City to Contractor.

b. Tri-City shall pay Contractor an amount not to exceed as stated in 'Exhibit B'.

c. Contractor is responsible for monitoring its own forces/employees/agents/subcontractors to ensure delivery of goods/services within the terms of this Agreement. Tri-City will not accept or compensate Contractor for incomplete goods/services.

d. Contractor acknowledges and agrees that, as an independent contractor, the Contractor will be responsible for paying all required state and federal income taxes, social security contributions, and other mandatory taxes and contributions. Tri-City shall neither withhold any amounts from the Compensation for such taxes, nor pay such taxes on Contractor's behalf, nor reimburse for any of Contractor's costs or expenses to deliver any services/goods including, without limitation, all fees, fines, licenses, bonds, or taxes required of or imposed upon Contractor.

10. LICENSES.

Contractor declares that Contractor has complied with all federal, state, and local business permits and licensing requirements necessary to conduct business; and shall present a copy of the Business License after execution of this agreement.

11. PROPRIETARY INFORMATION.

The Contractor agrees that all information, whether or not in writing, of a private, secret or confidential nature concerning Tri-City's business, business relationships or financial affairs (collectively, "Proprietary Information") is and shall be the exclusive property of Tri-City. The Contractor will not disclose any Proprietary Information to any person or entity, other than persons

who have a need to know about such information in order for Contractor to render services to Tri-City and employees of Tri-City, without written approval by Executive Director of Tri-City, either during or after its engagement with Tri-City, unless and until such Proprietary Information has become public knowledge without fault by the Contractor. Contractor shall also be bound by all the requirements of HIPAA.

12. REPORTS AND INFORMATION

The Contractor, at such times and in such forms as the Tri-City may require, shall furnish the Tri-City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

13. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including all working papers, personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by Tri-City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records must be made available for audit purposes to Tri-City or any authorized representative, and must be retained, at the Contractor's expense, for a minimum of seven (7) years, unless Contractor is notified in writing by Tri-City of the need to extend the retention period.

14. GENERAL TERMS AND CONDITIONS

a. Indemnity. Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of personal injury (including death) and property damage of any nature, caused by or arising out of the performance of Contractor under this Agreement. With regard to Contractor's work product, Contractor agrees to indemnify, defend and hold harmless Tri-City, its officers, agents and employees from any and all demands, claims or liability of any nature to the extent caused by the negligent performance of Contractor under this Agreement.

b. Insurance. Contractor shall obtain and file with Tri-City, at its expense, a certificate of insurance before commencing any services under this Agreement as follows:

i. Workers Compensation Insurance: Minimum statutory limits with an additional insured endorsement and a waiver of subrogation endorsement naming Tri-City Mental Health Authority.

ii. Automobile Insurance: \$1,000,000.00 per occurrence.

iii. Commercial General Liability And Property Damage Insurance: General Liability and Property Damage Combined. \$2,000,000.00 per occurrence including comprehensive form, personal injury, broad form personal damage, contractual and premises/operation, all on an occurrence basis. If an aggregate limit exists, it shall apply separately or be no less than two (2) times the occurrence limit.

iv. Notice Of Cancellation: Tri-City requires ten (10) days written notice of cancellation.

v. Certificate Of Insurance: Prior to commencement of services, evidence of insurance coverage must be shown by a properly executed certificate of insurance by an insurer licensed to do business in California, satisfactory to Tri-City, and it shall name "Tri-City Mental Health Authority, its elective and appointed officers, employees, volunteers, and contractors who serve as Tri-City officers, officials, or staff" as additional insureds. All coverage for subcontractors shall be subject to all of the requirements stated herein. All subcontractors shall be protected against risk of loss by maintaining insurance in the categories and the limits required herein. Subcontractors shall name Tri-City and Contractor as additional insured.

vi. To prevent delay and ensure compliance with this Agreement, the insurance certificates and endorsements must be submitted to:

Tri-City Mental Health Authority
Attn: JPA Administrator/Clerk
1717 N. Indian Hill Boulevard, #B
Claremont, CA 91711-2788

c. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental disability, medical condition, sexual orientation or gender identity. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or gender identity.

d. Changes to the Agreement. This Agreement shall not be assigned or transferred. No changes or variations of any kind are authorized without the written consent of the Executive Director. This Agreement may only be amended by a written instrument signed by both parties. The Contractor agrees that any written change or changes in compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement and shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services.

e. Contractor Attestation. Also in accordance with Tri-City's policies and procedures, Tri-City will not enter into contracts with individuals, or entities, or owners, officers, partners, directors, or other principals of entities, who have been convicted recently of a criminal offense related to health care or who are debarred, excluded or otherwise precluded from providing goods or services under Federal health care programs, or who are debarred, suspended, ineligible, or voluntarily suspended from securing Federally funded contracts. Tri-City requires that Contractor certifies that no staff member, officer, director, partner, or principal, or sub-contractor is excluded from any Federal health care program, or federally funded contract and will sign attached *Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program*, incorporated herein as 'Exhibit C'.

15. REPRESENTATIVE AND NOTICE

a. Tri-City's Representative. Tri-City hereby designates its Executive Director to act as its representative for the performance of this Agreement ("Tri-City's Representative"). Tri-City's Representative shall have the power to act on behalf of Tri-City for all purposes under this Agreement.

b. Contractor's Representative. Contractor warrants that the individual who has signed the Agreement has the legal power, right, and authority to make this Agreement and to act on behalf of Contractor for all purposes under this Agreement.

c. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

If to Tri-City:

Tri-City Mental Health Authority
1717 N. Indian Hill Boulevard #B
Claremont, CA 91711-2788
Attn: Executive Director

If to Contractor:

Name
Address
City
Attn:

Any notices required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth below, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provision of this Section. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

16. EXHIBITS

The following attached exhibits are hereby incorporated into and made a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Proposal from Contractor dated _____

Exhibit C: Contractor's Attestation That It Nor Any Of Its Staff Members Is Restricted, Excluded Or Suspended From Providing Goods Or Services Under Any Federal Or State Health Care Program

17. ENTIRE AGREEMENT

This Agreement shall become effective upon its approval and execution by Tri-City. This Agreement and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between the Parties. Any ambiguities or disputed terms between this Agreement and any attached Exhibits shall be interpreted according to the language in this Agreement and not the Exhibits. This Agreement supersedes all prior agreements, written or oral, between the Contractor and Tri-City relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Contractor and Tri-City. The validity or unenforceability of any provision of this Agreement declared by a valid judgment or decree of a court of competent jurisdiction, shall not affect the validity or enforceability of any other provision of this Agreement. No delay or omission by Tri-City in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Tri-City on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion or a waiver of any other condition of performance under this Agreement.

18. EXECUTION.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

TRI-CITY MENTAL HEALTH AUTHORITY _____, **Contractor**

By: _____
Antonette Navarro, Executive Director

By: _____
_____, President/Owner

Attest:

By: _____
Micaela P. Olmos, JPA Administrator/Clerk

Approved as to Form and Content:
DAROLD D. PIEPER, ATTORNEY AT LAW

By: _____
Darold D. Pieper, General Counsel

EXHIBIT A

SCOPE OF SERVICE

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT C



CONTRACTOR'S ATTESTATION THAT IT NOR ANY OF ITS STAFF MEMBERS IS RESTRICTED, EXCLUDED OR SUSPENDED FROM PROVIDING GOODS OR SERVICES UNDER ANY FEDERAL OR STATE HEALTH CARE PROGRAM

Contractor's Name	Last	First
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Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded, or suspended from providing goods or services under any health care program funded by the Federal or State Government, directly or indirectly, in whole or in part, and the Contractor will notify the Tri-City Mental Health Authority (TCMHA) within thirty (30) days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a Federal or State funded health care program; and 2) any exclusionary action taken by any agency of the Federal or State Government against Contractor or one or more staff members barring it or the staff members from participation in a Federal or State funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold TCMHA harmless against any and all loss or damage Contractor may suffer arising from the Federal or State exclusion or suspension of Contractor or its staff members from such participation in a Federal or State funded health care program.

Failure by Contractor to meet the requirements of this paragraph shall constitute a material breach of contract upon which TCMHA may immediately terminate or suspend this Agreement.

Is Contractor/Proposer/Vendor or any of its staff members currently barred from participation in any Federal or State funded health care program?

_____ **NO**, Contractor or any of its staff members is not currently barred from participation in any Federal or State funded health care program.

_____ **YES**, Contractor or any of its staff members is currently barred from participation in any Federal or State funded health care program. Describe the particulars on a separate page.

Date	Contractor or Vendor's Name	Contractor or Vendor's Signature
------	-----------------------------	----------------------------------

Antonette Navarro, Executive Director

Date	TCMHA Executive Official's Name	TCMHA Executive Official's Signature
------	---------------------------------	--------------------------------------

DISTRIBUTION:

ORIGINAL

- COPIES: HR Representative
 Contractor
 Finance



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Pure Facility Solutions	Rep:	Nick Ellerbeck		
Address:	17560 Rowland Street CITY OF INDUSTRY, CA 91749	Email:	Nick.B.Ellerbeck@purefsi.com		
		Phone:	(951) 449-9828		
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 19,945.05	\$ 19,945.05	\$ 19,945.05	\$ 20,374.24	\$ 20,374.24
Subtotal Years 1-3	\$ 59,835.15			Subtotal Yrs 4-5	\$ 40,748.48
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 23,754.41	\$ 23,754.41	\$ 23,754.41	\$ 30,377.67	\$ 30,377.67
Subtotal Years 1-3	\$ 71,263.23			Subtotal Yrs 4-5	\$ 60,755.34
1403 N Garey (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 11,492.14	\$ 11,492.14	\$ 11,492.14	\$ 11,728.16	\$ 11,728.16
Subtotal Years 1-3	\$ 34,476.42			Subtotal Yrs 4-5	\$ 23,456.32
1403 N Garey (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 10,668.58	\$ 10,668.58	\$ 10,668.58	\$ 10,883.20	\$ 10,883.20
Subtotal Years 1-3	\$ 32,005.74			Subtotal Yrs 4-5	\$ 21,766.40
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 49,475.09	\$ 49,475.09	\$ 49,475.09	\$ 50,924.06	\$ 50,924.06
Subtotal Years 1-3	\$ 148,425.27			Subtotal Yrs 4-5	\$ 101,848.12
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 10,702.96	\$ 10,702.96	\$ 10,702.96	\$ 10,917.52	\$ 10,917.52
Subtotal Years 1-3	\$ 32,108.88			Subtotal Yrs 4-5	\$ 21,835.04
Agency-wide *	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 126,038.23	\$126,038.23	\$ 126,038.23	\$ 135,204.85	\$ 135,204.85
Agency-wide Total Years 1-3: \$		378,114.69	Agency-wide Total Years 4-5: \$		270,409.70
Agency-wide Total Years 1-5		\$	648,524.39		



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	OpenWorks	Rep:	Sean Vosberg, Sr. Account Executive		
Address:	4300 Long Beach Blvd Ste 450	Email:	sean.vosberg@openworksweb.com		
	Long Beach, CA 90807	Phone:	(562) 912-3966		
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension**	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 26,500.00	\$ 27,293.00	\$ 28,111.00	\$ 28,953.00	\$ 29,800.00
Subtotal Years 1-3	\$ 81,904.00			Subtotal Yrs 4-5	\$ 58,753.00
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 42,536.00	\$ 43,853.00	\$ 45,167.00	\$ 46,522.00	\$ 47,198.00
Subtotal Years 1-3	\$ 131,556.00			Subtotal Yrs 4-5	\$ 93,720.00
1403 N Garey (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 19,056.00	\$ 19,633.00	\$ 20,220.00	\$ 20,824.00	\$ 21,918.00
Subtotal Years 1-3	\$ 58,909.00			Subtotal Yrs 4-5	\$ 42,742.00
1403 N Garey (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 11,795.00	\$ 12,149.00	\$ 12,512.00	\$ 12,707.00	\$ 13,086.00
Subtotal Years 1-3	\$ 36,456.00			Subtotal Yrs 4-5	\$ 25,793.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 36,729.00	\$ 37,522.00	\$ 38,448.00	\$ 39,807.00	\$ 41,003.00
Subtotal Years 1-3	\$ 112,699.00			Subtotal Yrs 4-5	\$ 80,810.00
1717 N. Indian Hill *	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 2,986.00	\$ 3,075.00	\$ 3,116.00	\$ 3,261.00	\$ 3,359.00
Subtotal Years 1-3	\$ 9,177.00			Subtotal Yrs 4-5	\$ 6,620.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 139,602.00	\$143,525.00	\$ 147,574.00	\$ 152,074.00	\$ 156,364.00
Agency-wide Total Years 1-3: \$		430,701.00		Agency-wide Total Years 4-5:** \$ 308,438.00	
Agency-wide Total Years 1-5:		\$	739,139.00		



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Envirokleen USA	Rep:	Jim Flores, Owner		
Address:	2314 S. Vineyard Ave #A	Email:	JimF@Envirokleenusa.com		
	Ontario, CA 91761	Phone:	(909) 947-6611		
PROPOSAL*					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
Subtotal Years 1-3	\$ -			Subtotal Yrs 4-5	\$ -
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 65,677.80	\$ 65,677.80	\$ 68,961.50	\$ 68,961.50	\$ 72,409.78
Subtotal Years 1-3	\$ 200,317.10			Subtotal Yrs 4-5	\$ 141,371.28
1403 N Garey** (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 19,407.00	\$ 19,407.00	\$ 20,377.35	\$ 20,377.35	\$ 21,396.22
Subtotal Years 1-3	\$ 59,191.35			Subtotal Yrs 4-5	\$ 41,773.57
1403 N Garey** (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 13,123.20	\$ 12,123.20	\$ 13,779.36	\$ 13,779.36	\$ 14,468.25
Subtotal Years 1-3	\$ 39,025.76			Subtotal Yrs 4-5	\$ 28,247.61
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 68,650.08	\$ 68,050.08	\$ 72,082.50	\$ 72,082.50	\$ 75,686.72
Subtotal Years 1-3	\$ 208,782.66			Subtotal Yrs 4-5	\$ 147,769.22
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 25,050.00	\$ 25,050.00	\$ 26,302.50	\$ 26,302.50	\$ 27,617.63
Subtotal Years 1-3	\$ 76,402.50			Subtotal Yrs 4-5	\$ 53,920.13
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 191,908.08	\$190,308.08	\$ 201,503.21	\$ 201,503.21	\$ 211,578.60
Agency-wide Total Years 1-3: \$		583,719.37		Agency-wide Total Years 4-5: \$	413,081.81
Agency-wide Total Years 1-5:		\$	996,801.18		



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	Priority Building Services	Rep:	Suzie DeLong, Regional Sales Manager		
Address:	521 Mercury Lane	Email:	suzie@priorityservices.net		
	Brea, CA 92821	Phone:	714-255-2940 Ext 1006		
PROPOSAL*					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 17,644.00	\$ 18,463.00	\$ 18,463.00	\$ 18,463.00	\$ 18,463.00
Subtotal Years 1-3	\$ 54,570.00			Subtotal Yrs 4-5	\$ 36,926.00
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 33,242.00	\$ 34,637.00	\$ 34,637.00	\$ 34,637.00	\$ 34,637.00
Subtotal Years 1-3	\$ 102,516.00			Subtotal Yrs 4-5	\$ 69,274.00
1403 N Garey** (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 9,173.00	\$ 9,587.00	\$ 9,587.00	\$ 9,587.00	\$ 9,587.00
Subtotal Years 1-3	\$ 28,347.00			Subtotal Yrs 4-5	\$ 19,174.00
1403 N Garey** (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 6,970.00	\$ 7,303.00	\$ 7,303.00	\$ 7,303.00	\$ 7,303.00
Subtotal Years 1-3	\$ 21,576.00			Subtotal Yrs 4-5	\$ 14,606.00
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 32,709.00	\$ 34,185.00	\$ 34,185.00	\$ 34,185.00	\$ 34,185.00
Subtotal Years 1-3	\$ 101,079.00			Subtotal Yrs 4-5	\$ 68,370.00
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 6,713.00	\$ 7,010.00	\$ 7,010.00	\$ 7,010.00	\$ 7,010.00
Subtotal Years 1-3	\$ 20,733.00			Subtotal Yrs 4-5	\$ 14,020.00
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 106,451.00	\$ 111,185.00	\$ 111,185.00	\$ 111,185.00	\$ 111,185.00
Agency-wide Total Years 1-3: \$		328,821.00		Agency-wide Total Years 4-5: \$ 222,370.00	
Agency-wide Total Years 1-5: \$		551,191.00			



BID OPENING
FEBRUARY 17, 2021 AT 4:00 P.M.

Project Name:		RFP NO. 2021-0101 – JANITORIAL SERVICES			
Address:		1717 N. INDIAN HILL BOULEVARD, SUITE B, CLAREMONT, CA 91711			
CONTRACTOR INFORMATION					
Co. Name:	SCD Services, LLC	Rep:	Seth Davis, Owner		
Address:	1157 E. Hollyvale Street #16 Azusa, California 91702	Email:	seth.davis@synergycd.com		
		Phone:	(626) 493-5173		
PROPOSAL					
Location	3-Year Contract			Optional 2-Year Extension	
2001 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 39,812.54	\$ 40,769.82	\$ 41,751.02	\$ 42,756.75	\$ 43,787.64
Subtotal Years 1-3	\$ 122,333.38			Subtotal Yrs 4-5	\$ 86,544.39
2008 N Garey Ave	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 94,847.33	\$ 97,039.96	\$ 99,287.10	\$ 101,590.43	\$ 103,951.23
Subtotal Years 1-3	\$ 291,174.39			Subtotal Yrs 4-5	\$ 205,541.66
1403 N Garey (Front Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 48,128.16	\$ 49,273.90	\$ 50,448.18	\$ 51,651.72	\$ 52,885.25
Subtotal Years 1-3	\$ 147,850.24			Subtotal Yrs 4-5	\$ 104,536.97
1403 N Garey (Back Building)	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 25,442.64	\$ 26,018.71	\$ 26,609.08	\$ 27,214.12	\$ 27,834.18
Subtotal Years 1-3	\$ 78,070.43			Subtotal Yrs 4-5	\$ 55,048.30
1900 Royalty Drive	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 68,800.92	\$ 70,277.73	\$ 71,791.26	\$ 73,341.43	\$ 74,931.18
Subtotal Years 1-3	\$ 210,869.91			Subtotal Yrs 4-5	\$ 148,272.61
1717 N. Indian Hill	Year 1	Year 2	Year 3	Year 4	Year 5
	\$ 32,467.12	\$ 33,222.84	\$ 33,997.36	\$ 34,791.14	\$ 35,604.66
Subtotal Years 1-3	\$ 99,687.32			Subtotal Yrs 4-5	\$ 70,395.80
Agency-wide	Year 1	Year 2	Year 3	Year 4	Year 5
Total:	\$ 309,498.71	\$316,602.96	\$ 323,884.00	\$ 331,345.59	\$ 338,994.14
Agency-wide Total Years 1-3:		\$ 949,985.67		Agency-wide Total Years 4-5:	
				\$ 670,339.73	
Agency-wide Total Years 1-5:		\$	1,620,325.40		



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 577 Authorizing The Executive Director to Execute a Sub-Grantee Agreement with the East Valley Community Health Center (EVCHC) for Adverse Childhood Experiences (ACEs) Training; and Accepting the EVCHC Grant in the Amount of \$16,385

Summary:

Staff is seeking approval to enter into a contract agreement with East Valley Community Health Center (EVCHC) to provide training and communications support as part of an ACEs Aware Initiative Network Planning Grant. Tri-City will receive \$16,385 to train medical, behavioral health, and social service providers in and around Pomona about adverse childhood experiences and toxic stress; and how to mitigate the effects of these. Additionally, Tri-City will provide support with communications and establishing a referral and data management system throughout the proposed network.

Background:

Surgeon General Dr. Nadine Burke Harris, in partnership with Gov. Newsom, the state Department of Health Care Services (DHCS), and health and community leaders, is leading system reform that recognizes, and responds to, the effects that adverse childhood experiences (ACEs) have on our biological systems and addresses the lifelong impacts of ACEs. The ACEs Aware Initiative funded as part of the Governor's annual budget, provides grants organizations to help extend the reach and impact of this initiative to Medi-Cal providers and organizations that serve Medi-Cal beneficiaries. This initiative is specifically targeted at providing health care providers with training and technical assistance to better equip practicing physicians as they worked with patients that have been exposed to significant trauma or have health effects related to trauma exposure as well as encourage collaboration among organizations to build networks of care. In June 2020, Tri-City received two of ACEs Aware Initiative inaugural grants: one to provide Supplemental ACEs Trainings, community and provider workshops; and a second focused on communications aimed at expanding outreach to primary care providers in Tri-City's service area.

In December 2020, the ACEs Aware Initiative announced a new round of grants titled Network Planning and Network Implementation Grants. EVCHC along with the Community Translational Research Institute out of the Claremont Graduate Institute took the lead on applying for Network Implementation Grant and asked Tri-City to be a sub-grantee based on the Agency's: 1) expertise to conduct trainings aimed at informing

and educating providers, across networks, about adverse childhood experiences and toxic stress; the impact of these throughout the lifespan; and resiliency and proven strategies that serve to mitigate toxic stress's negative effects; and 2) ability to provide ACEs communication and take lead on network development outreach and establishment of data/referral systems.

Fiscal Impact:

Tri-City will receive a total of \$16,385 to be fully distributed by EVCHC July 31, 2021.

Recommendation:

Staff recommends that the Governing Board approve the Resolution No. 577 authorizing the Executive Director to execute a sub-grantee agreement to provide ACEs training and communications and outreach support.

Attachments

Attachment 2A: Resolution No. 577

Attachment 2B: Sub-Grantee Agreement

RESOLUTION NO. 577

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SUB-GRANTEE AGREEMENT WITH THE EAST VALLEY COMMUNITY HEALTH CENTER (EVCHC) FOR ADVERSE CHILDHOOD EXPERIENCES (ACEs) TRAINING; AND ACCEPTING THE EVCHC GRANT IN THE AMOUNT OF \$16,385

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to sign a Sub-Grantee Agreement (Agreement) with the Valley Community Health Center (EVCHC) to provide COVID-19 community outreach and engagement.

B. EVCHC has offered to provide a grant to TCMHA to conduct trainings aimed at informing and educating providers, across networks, about adverse childhood experiences and toxic stress; the impact of these throughout the lifespan; and resiliency and proven strategies that serve to mitigate toxic stress’s negative effects (Services).

C. The EVCHC grant is in the amount of \$16,385 to provide the Services.

2. Action

The Governing Board accepts the EVCHC grant in the amount of \$16,385; approves the Sub-Grantee Agreement; and authorizes the Executive Director to execute the MOU.

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 17, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By: _____

By: _____

SUB-GRANTEE AGREEMENT

This Sub-Contractor Agreement (this “Agreement”) is entered into as of February 1, 2021, by and between East Valley Community Health Center (“Grantee”) and Tri-City Mental Health Authority (the “Sub-Grantee”).

Background

Pursuant to the Legislature’s approval and Governor’s signature enacting the state’s 2019-2020 budget, the Department of Health Care Services (“DHCS”) and the Office of the California Surgeon General (CA-OSG) have launched the “ACES Aware initiative,” a program that offers Medi-Cal providers training, clinical protocols, and payment for screening children and adults for Adverse Childhood Experiences (“ACEs”). DHCS has contracted with Aurrera Health Group to help develop and implement the entire ACEs Aware initiative, as well as the accompanying community partner grant programs designed to support the promotion, engagement, and interaction between Medi-Cal primary care providers and their patients and surrounding communities. Specifically, Aurrera Health Group is authorized and directed to contract with entities for activities designed to help develop and promote the ACEs Aware initiative and establish and augment Trauma-Informed Networks of Care across the State of California.

Recitals

1. Grantee has received a Grant from Aurrera Health Group to plan and design the implementation of an ACEs Aware Trauma-Informed Network within the City of Pomona and its surrounding areas.
2. Sub-Grantee has the expertise to conduct trainings aimed at informing and educating providers, across networks, about adverse childhood experiences and toxic stress; the impact of these throughout the lifespan; and resiliency and proven strategies that serve to mitigate toxic stress’s negative effects. Sub-Grantee has the ability to support communications and data management systems throughout the network and is willing to provide these services as a Sub-Grantee.
3. Grantee is willing to engage Sub-Grantee as an independent contractor, and not as an employee, on the terms and conditions set forth herein.

Agreement

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. Engagement
Grantee and Sub-Grantee mutually agree to assist in efforts to advance the science of ACEs and toxic stress through reporting requirements, completion of deliverables, and adherence to Network of Care Roadmap milestones that may evolve over the span of the grant period.
2. Term
This Agreement will commence on the date first written above, and unless modified by mutual written agreement of the parties, shall be in effect for six months through July 31, 2021.
As a Core-Partner for this grant, during the grant period, Sub-Grantee is required to perform the required activities to achieve the deliverables outlined in the final Scope of Work. Failure to perform on the required activities may be basis for the termination of this agreement.

3. Compensation

Total compensation for Sub-Grantee will be \$16,385; payable in three equal installments of \$5,461.66. Invoices with required documentation to be submitted by Sub-Grantee on the first week of April, June and August for the prior two months. Grantee will process the first two payments within 15 days of receipt of invoice. Payment for the last invoice will be held until the Contractor, Aurrera Health Group approves final deliverables and releases its last payment to Grantee.

Invoices from Sub-Grantee shall:

- a. Be prepared on Sub-Grantee letterhead and signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the services performed under this Agreement.
- b. Identify the time period covered by the invoice.
- c. Identify the specific Grant Deliverable for which payment is required.

4. Materials Produced Through this Agreement

Aurrera Health Group gives permission to Grantee and its sub-grantees to use, reproduce, and disseminate the materials produced through this Agreement, as long as the ACEs Aware grantee logo is included on the materials. Sub-Grantee agrees to post the ACEs Aware logo on its website to indicate their participation in the grant program. If updates are necessary to the materials produced, all changes must be approved by Aurrera Health Group before being finalized. Any requests for changes must be submitted at least fourteen calendar days before the materials are intended to be used to allow time for review and approval.

Additionally, all materials will be provided free of charge. Sub-Grantee will not issue any charges or fees to others requesting access to the materials without the express written permission and approval of Aurrera Health Group and DHCS.

5. Ownership of Intellectual Property

Given the funding source for the ACEs Aware initiative, DHCS will formally own any materials produced through this contract. However, DHCS gives permission to the Grantee to use, reproduce, and disseminate the materials produced through this contract. Additionally, any materials produced will be free to access by any Medi-Cal provider and any charges or fees associated with the materials charged to others must be approved by Aurrera Health Group and DHCS.

6. Confidentiality

a. Definition of Confidential Information:

“Confidential Information” means (a) any technical and non-technical information related to Aurrera Health Group’s and EVCHC’s business and current, future and proposed products and services, including and without limitation, innovations, property, and information concerning research, policy development, design details and specifications, financial information, procurement, requirements, customer lists, patient lists, business forecasts, marketing and business plans, in each case whether or not marked as “Confidential” or “Proprietary;” and (b) any information that Aurrera Health Group and/or EVCHC have received from others that may be made known to Sub-Grantee that the Sub- Grantee is obligated to treat as confidential or proprietary, whether or not marked as “Confidential” or “Proprietary.”

b. Nondisclosure and Nonuse Obligations:

Except as permitted in this Section, Sub-Grantee will not (a) use any Confidential Information; or (b) disseminate or in any way disclose the Confidential Information to any person, company, business

or governmental agency. Sub-Grantee may use the Confidential Information solely to perform project assignment(s) for the benefit of this Agreement.

Sub-Grantee shall treat all Confidential Information with the same degree of care as Sub-Grantee accords to Sub-Grantee's own confidential information, but in no case shall Sub-Grantee use less than reasonable care. Sub-Grantee shall assist EVCHC in remedying any the unauthorized use or disclosure of Confidential Information. Sub- Grantee agrees not to communicate any information to Aurrera Health Group or EVCHC in violation of the proprietary rights of any third party.

7. Representations and Warranties

Sub-Grantee represents and warrants (i) that Sub-Grantee has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Sub-Grantee's undertaking this relationship to Grantee, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Sub-Grantee will not use in the performance of her responsibilities under this Agreement any confidential information or trade secrets of any other person or entity as outlined in paragraph 6 and (iv) that Sub-Grantee has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

8. Indemnification

Both parties hereby indemnify and agree to defend and hold each other harmless from and against any and all claims, demands and actions, and any liabilities, damages or expenses resulting there from, including court costs and reasonable attorneys' fees, arising out of or relating to the services performed by either party under this Agreement or the representations and warranties made by either party under this Agreement or the representations and warranties made by either party pursuant to paragraph 7 hereof. Both parties' obligations under this paragraph 8 hereof shall survive the termination, for any reason, of this Agreement.

9. Entire Agreement

This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreement, representations or warranties between them respecting the subject matter hereof.

10. Amendments

This Agreement may be amended only in writing, signed by duly authorized representatives for the Sub-Grantee and Grantee.

11. Severability

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

12. Agreement to Perform Necessary Acts

Sub-Grantee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

13. Assignment
This Agreement may not be assigned by Sub-Grantee without the Grantee's prior written consent. This Agreement may be assigned by the Grantee in connection with a merger or sale of all or substantially all of its assets, and in other instances with the Sub-Grantee's consent which consent shall not be unreasonably withheld or delayed.
14. Compliance with Law
In connection with his services rendered hereunder, Sub-Grantee agrees to abide by all federal, state, and local laws, ordinances and regulations.
15. Independent Contractor
The relationship between Sub-Grantee and Grantee is that of independent contractor under a "work for hire" arrangement. Sub-Grantee is responsible for paying the salaries, payroll taxes and benefits of any of its employees assigned to work on the deliverables of this Agreement. This Agreement is not authority for Sub-Grantee to act for Grantee as its agent or make commitments for Grantee. Sub-Grantee retains the discretion in performing the tasks assigned, within the scope of work specified.
16. Governing Law
This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

Signature Page:

Grantee:

East Valley Community Health Center

By: _____

Name: Alicia Mardini

Title: Chief Executive Officer

Date: _____

Sub-Grantee:

Tri-City Mental Health Authority

By: _____

Name: Antonette Navarro

Title: Executive Director

Date: _____



**Tri-City Mental Health Authority
AGENDA REPORT**

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Authority

FROM: Toni Navarro, LMFT, Executive Director

SUBJECT: Approval of Resolution No. 578 Approving and Authorizing the Executive Director to Execute a Loan Agreement, a Regulatory Agreement, and Supportive Services Agreement with West Mission Housing Partners, LP, for the Development, Construction, Financing, and Operation of Ten Units of Affordable and Permanent Supportive Housing in its Development on West Mission Avenue in Pomona in the Amount of \$2,800,000

Summary:

Staff is seeking Governing Board approval for the Executive Director to execute a Loan Agreement, a Regulatory Agreement, and a Supportive Services Agreement with West Mission Housing Partners, LP (WMHP) in order to fund the development of 10 units of permanent supportive housing in planned WMHP's 57-unit affordable housing project, known as the West Mission Apartments, to be located in Pomona.

Background:

Per MHSa regulation, Tri-City's Governing Board has consistently approved for unspent funds within the Mental Health Services Act (MHSa) Community Services and Supports (CSS) Plan to be allocated to Tri-City's CSS-Housing Fund in order to increase permanent supportive housing inventory and options throughout the three cities as opportunities become available. In November 2019, the Governing Board authorized Tri-City to designate its current balance in the CSS-Housing fund of \$2.8 million to a low-income housing project being developed by the Jamboree Housing Corporation in the City of Pomona.

As necessary for the funding and development of their project, Jamboree Housing Corporation created a limited partnership, the West Mission Housing Partners, LP. The total 57-unit apartment complex is titled the West Mission Apartments and located at what was formerly three parcels of land at the intersections of West Mission Boulevard and South Park and South Parcels Streets.

For its \$2.8 million contribution, Tri-City will secure 4 one-bedroom, 3 two-bedroom, and 3 three-bedroom units to house MHSa-program eligible Tri-City clients and their families. These 10 units will be available for Tri-City clients for 55 years. In addition, Tri-City will provide support services from across all levels of its system of care to all eligible tenants of the project as desired.

Fiscal Impact:

Staff Agenda Report
March 17, 2021
Page 2

These documents commit Tri-City to loan WMHP \$2,800,000 from its MHSA-Unspent Community Services and Supports Plan Funds assigned by MHSA Stakeholders for Housing (CSS-Housing) for a term of 55 years to secure 10 units of permanent supportive housing in the West Mission Apartments project in Pomona for Tri-City MHSA-eligible clients; and a services agreement to provide supportive services to residents at the future housing development for 20 years.

Recommendation:

Tri-City staff recommends that the Governing Board approve Resolution No. 578 authorizing the Executive Director to execute the attached documents in order to allow Tri-City to secure 10 units within the planned 57-unit West Mission Apartments project for use as permanent supportive housing for MHSA-eligible Tri-City clients for a term of 55 years.

Attachments

- Attachment 3A:* Resolution No. 578
- Attachment 3B:* Loan Agreement
- Attachment 3C:* Regulatory Agreement
- Attachment 3D:* Supportive Services Agreement

RESOLUTION NO. 578

A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY MENTAL HEALTH AUTHORITY APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LOAN AGREEMENT, A REGULATORY AGREEMENT, AND SUPPORTIVE SERVICES AGREEMENT WITH WEST MISSION HOUSING PARTNERS, LP, FOR THE DEVELOPMENT, CONSTRUCTION, FINANCING, AND OPERATION OF TEN UNITS OF AFFORDABLE AND PERMANENT SUPPORTIVE HOUSING IN ITS DEVELOPMENT ON WEST MISSION AVENUE IN POMONA

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

1. Findings. The Governing Board hereby finds and declares the following:

A. Tri-City Mental Health Authority (“TCMHA or Authority”) has MHSA/CSS Plan Housing funds assigned exclusively to housing.

B. Jamboree Housing Corporation, through the West Mission Housing Partners, LP (WMHP) entity, is constructing 57 units of affordable housing on West Mission Avenue in Pomona (the Project).

C. WMHP has agreed enter into a Regulatory Agreement to set aside 10 housing units in the Project that are restricted for TCMHA use for individuals and their families who are homeless or at risk of homelessness and who have a diagnosed severe mental illness.

D. WMHP has further agreed to enter into a Supportive Service Agreement whereby TCMHA will provide supportive services for the residents of the ten restricted units, and residents of any other units in the Project who qualify for TCMHA services, for fifty-five (55) years after the project has been completed.

E. In consideration for the Regulatory Agreement, TCMHA will loan WMHP \$2,800,000 from its MHSA/CSS Plan Housing funds.

2. Action

A. The Authority’s Executive Director is authorized to enter into, execute, and take further actions as necessary and appropriate to implement the Loan Agreement, Regulatory Agreement, and Supportive Services Agreement with WMHP for the development, construction, financing, and operation of 10 housing units in the Project that are restricted for TCMHA use for individuals and their families who are homeless or at risk of homelessness and who have a diagnosed severe mental illness.

[Continued on page 2.]

3. Adoption

PASSED AND ADOPTED at a Regular Meeting of the Governing Board held on March 17, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ROBIN CARDER, CHAIR

APPROVED AS TO FORM:
DAROLD PIEPER, GENERAL COUNSEL

ATTEST:
MICAELA P. OLMOS, RECORDING SECRETARY

By:_____

By:_____

DRAFT

LOAN AGREEMENT

TRI-CITY MENTAL HEALTH AUTHORITY,
a California joint powers authority,
lender

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership,
borrower

LOAN AGREEMENT

THIS LOAN AGREEMENT ("the **Agreement**") is entered into as of this _____ day of _____, 2021, by and between the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("**TCMHA**"), and WEST MISSION HOUSING PARTNERS LP, a California limited partnership ("**Borrower**") (also referred to hereinafter each as "**Party**" or collectively as the "**Parties**"), with reference to the following:

RECITALS

1. The Borrower owns or will own that certain real property located in the City of Pomona, County of Los Angeles, State of California, and more particularly described in **Exhibit A** attached hereto and incorporated herein (the "**Property**") and plan to develop and construct the Project, as defined below, thereon, which will include permanent supportive housing for extremely low-income households (collectively, the "**Project**").

2. The TCMHA has agreed to supply a construction and permanent loan of Mental Health Services Act ("**MHSA**") funds in the amount of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000) to Borrower for the Project.

3. The Borrower has agreed to encumber the Property with certain rental restrictions, all as more particularly set forth in this Agreement and the Regulatory Agreement described below, which restrict ten (10) rental units as permanent supportive housing for households of extremely low income that include (or consist of) households who are homeless or at risk of homelessness, and who have a diagnosed severe mental illness, for 55 years after the completion of the Project.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS

The following terms used in this Agreement shall have the respective meanings assigned to them in this Article I unless the context in which they are used clearly requires otherwise:

1.1. "Adjusted Income" shall mean the income of all persons who intend to reside in one residential unit, calculated in the manner which complies with determinations of income for extremely low income families under the Department of Housing and Urban Development's Section 8 Program of the United States Housing Act of 1937.

1.2. "Agreement" shall mean this Loan Agreement.

1.3. “Approved Refinancing” shall mean (i) the refinancing of any loan contemplated in the Financing Plan for an amount that does not increase the outstanding balance (i.e., principal and interest) owed on such loan beyond an amount necessary to cover the costs of the refinance loan (e.g., loan fees and costs), any reserves required by a lender of any of such loans, and the costs of any necessary repairs, or (ii) any loan modification made in connection with a refinance loan that meets the criteria in clause (i). TCMHA shall be given prior written notice of any Approved Refinancing, with a description of the terms thereof and the refinancing loan documents.

1.4. “Area” shall mean Los Angeles County.

1.5. “Borrower” shall mean West Mission Housing Partners LP, a California limited partnership.

1.6. “Close of Escrow” shall mean the date on which the Loan is funded by the TCMHA through the Escrow Holder and the Deed of Trust securing the Loan and the Regulatory Agreement are in fact recorded. The deadline for Close of Escrow is April 30, 2021.

1.7. “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time hereafter, or any successor statute thereto.

1.8. “Completion of Construction” shall mean the date that the Borrower has submitted to the TCMHA and the TCMHA has approved the recorded Notice of Completion and the final certificate of occupancy, and shall, among other things (as set forth in Article III, herein) signal the commencement of the Project Period, as defined hereafter.

1.9. “Deed of Trust” shall mean that certain Deed of Trust, Assignment of Rents and Security Agreement executed by the Borrower in favor of the TCMHA.

1.10. “Environmental Assessments” shall mean the following environmental assessments prepared regarding the Property:

(a) Phase I Environmental Site Assessment dated December 18, 2019, prepared by Barr & Clark, Inc. as Project No. 3100354;

(b) Limited Phase II Subsurface Investigation Report dated June 29, 2020, prepared by Hillmann Consulting, as Project No. C3-7984 (“Phase II”);

(c) Supplemental Subsurface Investigation Report dated August 5, 2020, prepared Hillmann Consulting, as Project No. C3-8051 (“Phase II Supplemental”);

(d) Technical Memorandum (Vapor Intrusion Risk Evaluation) dated August 18, 2020, prepared by Hillmann Consulting, as Project No. C3-8081; and

(e) Phase I Environmental Site Assessment dated February 15, 2021, prepared by Barr & Clark, Inc. as Project No. 3102656.

1.11. "Escrow Holder" shall mean Fidelity National Title Company, 555 S. Flower Street, Suite 4420, Los Angeles, CA 90071.

1.12. "Executive Director" shall mean the Executive Director of TCMHA.

1.13. "Financing Plan" shall mean the financing plan described in Section 4.1 below, which includes Wells Fargo Bank as the senior construction lender (and tax credit equity investor), San Gabriel Housing Trust as a subordinate construction lender and permanent lender, and Barings as a permanent lender (in addition to the Loan, which is a construction and permanent loan).

1.14. "Financing Statement" shall mean the UCC-1 form to be prepared and executed by Borrower, in a form reasonably satisfactory to the TCMHA, and delivered to the TCMHA, the filing of which shall give the TCMHA a perfected security interest in Borrower's tangible personal property and fixtures located on or about the Project.

1.15. "Hazardous Materials" or "hazardous materials" shall mean:

(a) any oil, flammable substance, explosive, radioactive material, hazardous waste or substance, toxic waste or substance or any other waste, material, or pollutant that:

- (i) poses a hazard to the Project or to persons on the Project or
- (ii) causes the Project to be in violation of any applicable Hazardous Substance Law;

(b) asbestos in any form;

(c) urea formaldehyde foam insulation;

(d) transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls;

(e) radon gas;

(f) any chemical, material, or substance defined as or included in the definition of "hazardous substance," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant to those laws, including, but not limited to, any Hazardous Substance Law, Code of Civil Procedure § 564, as amended from time to time, Code of Civil Procedure § 726.5, as amended from time to time, Code of Civil Procedure § 736, as amended from time to time, and Civil Code § 2929.5, as amended from time to time;

(g) any other chemical, material, or substance, exposure to which is prohibited, limited, or regulated by any governmental authority or which may pose a hazard to the health and safety of the occupants of the Project or the

owners or occupants of property adjacent to or surrounding the Project, or any other person coming on the Project or any adjacent property; and

(h) any other chemical, material, or substance that may pose a hazard to the environment flammable materials, explosives, radioactive materials, hazardous wastes, toxic substances and similar substances and materials, including all substances and materials defined as hazardous or toxic wastes, substances or materials under any applicable law, including, without limitation the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., as amended.

1.16. "Hazardous Substance Law" means any federal, state, or local law, ordinance, regulation, or policy relating to the environment, health, and safety, any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge, or storage of the substance), industrial hygiene, soil, groundwater, and indoor and ambient air conditions or the environmental conditions on the Project, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 [42 USCS §§ 9601 et seq.], as amended from time to time; the Hazardous Substances Transportation Act [49 USCS §§ 1801 et seq.], as amended from time to time; the Resource Conservation and Recovery Act [42 USCS §§ 6901 et seq.], as amended from time to time; the Federal Water Pollution Control Act [33 USCS §§ 1251 et seq.], as amended from time to time; the Hazardous Substance Account Act [Health and Safety Code §§ 25300 et seq.], as amended from time to time; the Hazardous Waste Control Law [Health and Safety Code §§ 25100 et seq.], as amended from time to time; the Medical Waste Management Act [Health and Safety Code §§ 25015 et seq.], as amended from time to time; and the Porter-Cologne Water Quality Control Act [Water Code §§ 13000 et seq.], as amended from time to time.

1.17. "Loan" shall mean the loan in the amount of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000) by the TCMHA to the Borrower which is the subject of this Agreement.

1.18. "Loan Documents" shall mean the following documents evidencing the Loan: (a) the Note; (b) the Deed of Trust; (c) the Financing Statement; (d) the Regulatory Agreement; (e) Request for Notice of Default; and (f) this Loan Agreement.

1.19. "Management Plan" shall mean that management plan submitted to and approved by the TCMHA pursuant to Section 4.1 below.

1.20. "Marketing Plan" shall mean that certain Marketing Plan submitted to and approved by the TCMHA pursuant to Section 7.8 hereof.

1.21. "Median Income for the Area" shall mean the median income for the Area as most recently determined by the United States Department of Housing and Urban Development ("HUD") and published by the State of California. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the TCMHA may provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD and the State.

1.22. "Mortgage Loan" shall mean any of the following loans secured by a mortgage or deed of trust on the Project:

- (a) The Loan evidenced by the Note and the balance of the Loan Documents.
- (b) Any other loan secured by a mortgage or deed of trust on the Project, either senior or junior to the Loan.

1.23. "Mortgage Loan Documents" shall mean all documents executed by the Borrower endorsing or securing a Mortgage Loan.

1.24. "Mortgagee" shall mean the mortgagee or beneficiary under a mortgage or a deed of trust executed in connection with a Mortgage Loan.

1.25. "Note" shall mean the promissory note in the principal amount of the Loan evidencing the monies borrowed by Borrower from the TCMHA pursuant to this Agreement.

1.26. "Parties" shall mean the TCMHA and the Borrower.

1.27. "Project" means collectively the Property and the structures and related buildings and other improvements now or hereafter located on the Property from time to time together with all fixtures and other property owned by the Borrower and located on, or used in connection with, such buildings, structures and other improvements.

1.28. "Property" means the real property legally described on **Exhibit A**, which is attached hereto and by this reference incorporated herein, and all rights and appurtenances thereunto appertaining.

1.29. "Project Period" shall mean the period beginning upon the Completion of Construction and ending on the date which is fifty five (55) years thereafter.

1.30. "Qualified Tenant" or "Qualified Tenants" shall collectively mean the individuals qualified to occupy the Restricted Units during the Project Period under the Regulatory Agreement.

1.31. "Regulatory Agreement" shall mean that certain Regulatory Agreement and Declaration of Restrictive Covenants between the TCMHA and the Borrower, which shall be recorded against the Borrower's interest in the Property and Project as a condition to Loan closing and disbursement, [and shall not be subordinate to any deeds of trust].

1.32. "Request for Notice of Default" shall mean a request for notice of default to be recorded against the Property in a form approved by the TCMHA.

1.33. "Restricted Unit" or "Restricted Units" means the ten (10) dwelling units in the Project identified on **Exhibit B** attached hereto and incorporated herein that are required, during the Project Period, to be rented to, or held available for occupancy by, Qualified Tenants pursuant to the terms, covenants and conditions of the Regulatory Agreement.

1.34. "Tax Credit Investor" shall mean the tax credit investor designated by Borrower as the Tax Credit Investor for the Project, which is Wells Fargo Bank.

1.35. "TCMHA" shall mean the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority.

ARTICLE II

LOAN

2.1 Agreement to Lend; Closing Deadline. Subject to the terms and conditions of this Agreement, the TCMHA hereby agrees to lend and the Borrower hereby agrees to borrow, the Loan, evidenced by the Note, the proceeds of which shall be used to pay costs of constructing and developing the Project (that are substantiated by reasonable evidence provided to TCMHA) and to help permanently finance the Project. The Loan must close on or before April 30, 2021.

2.2 Repayment of Loan. Borrower shall repay the Loan, with interest, as, when and if required by the provisions of the Note. Except as otherwise provided, all payments shall be applied first to interest and then to principal.

2.3 Prepayment. Borrower may pay the principal and any interest due the TCMHA under the Note prior to or in advance of the time for payment thereof as provided in the Note, without premium.

2.4 Assumption. Subject to the provisions of Section 7.7 hereof, the Note shall not be assumable by successors and assigns of Borrower, either voluntarily or by operation of law, without the prior written discretionary consent of the TCMHA and any such assignment or assumption without said prior consent of the TCMHA shall be void.

2.5 Loan Disbursement. Upon satisfaction of the conditions to disbursement set forth in Section 4.1 below and pursuant to the disbursement procedures set forth in Section 4.2 below, the TCMHA, through the approved Escrow holder, will cause the disbursement of the Loan as provided for in Section 4.2.

2.6 Security for Loan. The Loan shall be secured by the Deed of Trust.

2.7 Approval of Additional Financing. With the exception of an Approved Refinancing, which shall not require the approval of TCMHA but will require prior written notice to TCMHA with a description of the refinancing terms and copies of the refinancing loan documents, the Borrower shall not place or permit (either voluntarily or involuntarily) to be placed any encumbrances, including, but not limited to any additional liens or financing of any kind on the Project without the prior written discretionary consent of the TCMHA.

2.8 Subordination of Deed of Trust. The TCMHA agrees that the Deed of Trust may be subordinate to the lien of a permanent loan secured by a senior construction deed of trust and any deed of trust securing a loan that refinances the principal thereof, as applicable (and any deed of trust securing a refinancing of said permanent loan principal) provided that with the exception of an Approved Refinancing the documentation for said loan is approved by the TCMHA (such approval not to be unreasonably withheld or delayed). With the exception of an Approved Refinancing, any other financing, refinancing or encumbrance of the Project is prohibited without the TCMHA's prior written consent.

In order to affect the subordinations described above and elsewhere in this Agreement, the TCMHA and Borrower agree to execute and acknowledge for recordation a subordination agreement (in a form reasonably acceptable to the TCMHA) in favor of the senior lender(s), as requested by such senior lender(s).

ARTICLE III

COMMENCEMENT AND COMPLETION; USE/RENTAL RESTRICTIONS DURING PROJECT PERIOD

3.1 Commencement and Completion of Project. The Borrower shall substantially commence construction within thirty (30) days after the closing and disbursement of the Loan, and shall complete the Project by August 12, 2023, in both cases subject to delays beyond the control of Borrower (excluding unavailability of funds, which shall be deemed within Borrower's control).

3.2 Regulatory Agreement. In accordance with the provisions of the Regulatory Agreement, this Loan Agreement and **Exhibit B** attached hereto and incorporated herein, the Borrower has agreed to rent the Restricted Units of the Project to Qualified Tenants for the Project Period at the rents described in said **Exhibit B**, and otherwise in accordance with the Regulatory Agreement.

3.3 Records.

(a) The Borrower will maintain complete and accurate records which shall contain a description of each activity undertaken, records pertaining to the Restricted Units, records documenting compliance with fair housing and equal opportunity components, financial records, and records documenting the continued compliance with the affordability and income restrictions, and other restrictions, in the Regulatory Agreement.

(b) The Borrower will permit any duly authorized representatives of the TCMHA to inspect and copy the books and records of the Borrower pertaining to the Project, including those books and records pertaining to the occupancy of the Restricted Units provided that the TCMHA will provide notice of at least seventy-two (72) hours to inspect, examine, or make copies of such information.

(c) Borrower will retain such records for a period of five (5) years after the termination of all activities funded under this Agreement.

ARTICLE IV

DISBURSEMENT OF LOAN

4.1 Conditions Precedent to Disbursement of Loan Proceeds. The TCMHA shall cause Loan proceeds to be disbursed through escrow to the Borrower upon the timely Close of Escrow, subject to the satisfaction or written waiver by the Executive Director of the following conditions, and no disbursement shall be made until all of the following conditions precedent are satisfied:

(a) Execution and Delivery of Draw Request, Services Agreement and Loan Documents. Borrower shall have executed and delivered to the TCMHA a written draw request with line item amounts for each type of cost that the Loan is intended to pay, with reasonable evidence that all such costs have indeed been incurred and are payable by Borrower, together with: (i) this Agreement, the Note, the Deed of Trust, the Financing

Statement, the Regulatory Agreement, (iii) a Services Agreement reasonably satisfactory to TCMHA permitting TCMHA to be the lead provider for certain services for the units restricted by the Regulatory Agreement, and for other units if the occupants qualify for such services; (ii) all resolutions and certificates necessary or appropriate to evidence the Borrower's authority to enter into the Loan and be bound by the Loan Documents, and (iii) all other documents and instruments required by the TCMHA to be executed and delivered, all in form and substance reasonably satisfactory to the TCMHA.

(b) Insurance. Borrower shall have furnished the TCMHA with certificates of insurance for all policies required under this Agreement.

(c) Environmental Assessments. Borrower shall have provided the TCMHA with (i) copies of each of the Environmental Assessments, and (ii) evidence reasonably satisfactory to the TCMHA that the Project has been designed and will be constructed in accordance with the recommendations set forth in the Phase II and Phase II Supplemental.

(d) Compliance with Applicable Requirements. The Borrower shall have submitted to the TCMHA evidence that the Property and its intended use are in compliance with all applicable building, zoning and other requirements of applicable public authorities.

(e) Management Plan. The Borrower shall have submitted and the TCMHA shall have approved (such approval not to be unreasonably withheld, or delayed) a Management Plan ("**Management Plan**"). The Management Plan shall include a management contract with a manager approved in writing by the TCMHA (such approval not to be unreasonably withheld, or delayed) for management of the Project and a plan for long-term marketing, operation, maintenance, repair and security of the Project, method of selection of tenants, and for rental policies in compliance with any applicable requirements, policies and procedures and with the Regulatory Agreement. The Management Plan shall also include an initial budget for the Project. TCMHA hereby approves FPI Management as the initial manager.

(f) Title Policy. Borrower shall, at its sole expense, have delivered to TCMHA an ALTA loan policy-2006, with ALTA endorsement Form 1 coverage, amended 6/1/87, without further revision or amendment, issued by an insurer reasonably satisfactory to TCMHA, together with an unconditional CLTA 100 endorsement, a CLTA 103.7 endorsement, a CLTA 116.1 endorsement, an ALTA Form 8.1 endorsement and all other endorsements and binders required by TCMHA, naming TCMHA as the insured, in a policy amount of not less than the Loan, showing Borrower as the owner of the Property and insuring the Deed of Trust to be a valid lien on the Project, subject only to those exceptions approved by the TCMHA in Section 2.8 above.

(g) Recordation. The Regulatory Agreement and Deed of Trust shall have been recorded, in that order, in the Official Records of Los Angeles County.

(h) No Default. There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

(i) Representations and Warranties. All representations and warranties of Borrower herein contained shall be true and correct in all material respects.

(j) Availability of Funds; Copies of Other Loan Documents. The Borrower has submitted to the TCMHA and the TCMHA has approved in the exercise of its reasonable discretion: (i) evidence that the funds identified as committed to the Project in the approved Financing Plan are in fact unconditionally and readily available to Borrower for the Property as of the Close of Escrow; and (ii) copies of the loan documents for all other loans financing the construction of the Project, and any permanent loans.

(k) Closing of Other Loans/Equity. The Borrower shall have acquired the Property; all other construction loans necessary for the completion of the Project shall have closed (or shall close concurrently with the closing of the Loan) as shown by reasonable evidence delivered to TCMHA.

(l) Entitlements; Permits; Construction Contract. All permits and entitlements necessary for the construction and development of the Project shall have been approved and issued, as shown by reasonable evidence delivered to TCMHA, and Borrower shall have delivered to TCMHA a guaranteed maximum price or stipulated sum construction contract with a reputable, licenses contractor not affiliated with Borrower which has a maximum price, scope of work, and schedule consistent with this Agreement and the funds available to pay the costs.

(m) Priority of Regulatory Agreement. The Regulatory Agreement has been executed and recorded as a lien senior to the Deed of Trust.

4.2 Procedure for Disbursement of Loan Proceeds. When all the conditions to disbursement have been satisfied, the TCMHA shall deposit the Loan proceeds, with the Escrow holder for disbursement upon the Close of Escrow in accordance with the terms of separate written escrow instructions by the TCMHA.

4.3 Waiver; Termination. No waiver of any of the conditions to the Close of Escrow and disbursement of the Loan shall be permitted unless agreed to in writing by the Executive Director. If any of the conditions to disbursement of the Loan are not satisfied by April 30, 2021, TCMHA may terminate this Agreement by its Executive Director giving written notice to Borrower. Upon such termination, the Parties shall have no further rights or obligations under this Agreement.

ARTICLE V

[RESERVED]

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF BORROWER

6.1 Representations and Warranties. Borrower hereby makes the following representations and warranties to the TCMHA, each of which shall also be deemed a covenant and all of the following, Borrower agrees, shall continue to be true and accurate in all material respects so long as the Loan or any portion thereof remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted. The copies of the documents evidencing the organization of Borrower delivered to the TCMHA are true and correct copies of the originals, as amended to the date of this Agreement, and Borrower will promptly provide the TCMHA with copies of any modifications thereto.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against the Borrower in accordance with their respective terms.

(e) No Breach of Law or Agreement. To Borrower's knowledge, neither the execution nor delivery of this Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Borrower and in effect at the time of execution of this Agreement, or any provision of the organizational documents of Borrower or, if applicable, of its constituent partners, or will conflict with or constitute a breach of or a default under any agreement to which Borrower, or, if applicable, its constituent partners, is a party, or will

result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Pending Proceedings. To Borrower's knowledge, Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against Borrower or the Property or Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the TCMHA pursuant hereto.

(g) Compliance with Laws; Consents and Approvals. The Project shall comply at all times with all applicable laws (including but not limited to all Hazardous Substances Laws), ordinances, rules and regulations of federal, state, and local governments and agencies, and with all applicable rules and regulations of the fire marshal, health officer, building inspector, and other officers of any such government or agency. All consents, permissions and licenses required by any federal, state, or local government or agency to which the Borrower, the Property or the Project is subject, which may be necessary in relation to this Agreement or the ownership or operation of the Project, have been or will be obtained.

(h) Financial Statements. The financial statements of the Borrower and its constituent partners, if any, and other financial data and information furnished by the Borrower for review by the TCMHA relating to the financial condition of Borrower or any of Borrower's constituent partners or the Project, fairly present the information contained therein. As of the date of Loan disbursement, there will not have been any materially adverse change in the financial condition of the Borrower or its constituent partners from that shown by such financial statements and other data and information.

(i) Adequacy of Loan. The amount of the Loan, together with any funds to be provided by the Borrower or to the Borrower from any other sources, is adequate to pay all costs incurred in connection with the acquisition of the Property and to enable the Borrower to satisfy the covenants contained in this Agreement.

(j) Payment of Taxes. All federal, state, TCMHA, and municipal taxes required to be paid by the Borrower or on account of the Property have been paid in full as of the date of this Agreement or will be paid in full by the Close of Escrow. Borrower knows of no basis for any additional assessment of taxes as of this date.

As used in this Article VI, phrases such as "to Borrower's knowledge," and "to the knowledge of Borrower" shall refer to the actual knowledge of Michael Massie, with no duty of inquiry or investigation.

ARTICLE VII

CONTINUING OBLIGATIONS OF BORROWER

7.1 Applicability. For the longer of the entire Project Period, or so long as the Note remains outstanding, the Borrower shall comply with the provisions of this Article VII.

7.2 Compliance with Loan Documents. Borrower shall promptly comply with all the terms, covenants and provisions of the Loan Documents, including the Regulatory Agreement and the Services Agreement.

7.3 Taxes and Assessments. So long as Borrower owns the Project, Borrower shall pay all real and personal property taxes, assessments and charges, assessed against it, or payable by it, at such times and in such manner as to prevent any delinquency or penalty from accruing, or any lien or charge from attaching to the Project; provided, however, that Borrower shall have the right to contest in good faith any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges, and interest.

7.4 Indemnity.

(a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the TCMHA and its elected officials, officers, governing members, employees, attorneys and agents (collectively, the "Indemnified Parties"), from and against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any and every conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject to under any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

1. the Loan Documents or the execution or amendment thereof or in connection with the transactions contemplated thereby;

2. Borrower's ownership or operation of the Project or any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation, operation or rehabilitation of, the Project or any part thereof;

3. any lien or charge upon payments by the Borrower to the TCMHA, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the TCMHA in respect of any portion of the Project;

4. any violation of any applicable environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof;

5. any intentionally untrue or misleading statement of a material fact by the Borrower contained in any Loan Document or any of the documents or instruments relating to said Loan Documents that the TCMHA relied upon in making the Loan except to the extent such damages are caused by the active negligence or willful misconduct of such Indemnified Party.

In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment and payment for counsel reasonably acceptable to the Indemnified Party, and shall assume the payment of all reasonable expenses related thereto, with full power to litigate, compromise or settle the same; provided that the Indemnified Party shall have the right to review and approve or disapprove, in its reasonable discretion, any such compromise or settlement.

Notwithstanding anything in this Section 7.4 to the contrary, if judgment is entered against Borrower and TCMHA by a court of competent jurisdiction because of the concurrent active negligence of TCMHA or Indemnified Parties, Borrower and TCMHA agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

7.5 Entry by the TCMHA. Borrower shall permit the TCMHA, through its officers, agents, or employees, at all reasonable times during regular business hours, and upon not less than 72 hours prior written notice, to enter into or onto the Property or the Project and inspect the Project to determine that the same is in conformity with the Loan Documents and all the requirements hereof. Borrower acknowledges that the TCMHA is under no obligation to supervise, inspect, or inform Borrower of the results of its said inspection(s) and Borrower shall not rely upon the TCMHA therefor. Any inspection by the TCMHA is entirely for its purposes in determining whether Borrower is in default under this Agreement or the Loan Documents. Borrower shall rely entirely upon its own supervision and inspection. With respect to TCMHA's exercise of its right of entry during any period of construction work, Borrower shall have the right to accompany TCMHA during any such entry.

7.6 Hazardous Materials.

(a) To the fullest extent permitted by law, Borrower hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to TCMHA) TCMHA, its elected officials, officers, employees, agents, independent contractors, and the Property, from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses) (collectively, "**Liabilities**"), arising out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous

Materials on, into, from, under or about the Property by Borrower or Borrower Parties, and excluding all Existing Hazardous Materials.

(b) The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Property and the preparation of any closure or other required plans as required by applicable law.

(c) The foregoing indemnity and defense obligations of this Agreement shall survive its expiration or termination; provided, however, that the indemnity contained in this Section 7.6 shall not apply to any Liabilities arising or occurring (a) prior to the Effective Date of this Agreement, (b) after the expiration or earlier termination of the Term of this Agreement, or (c) as a result of the active negligence or wrongful acts or omissions of TCMHA.

7.7 Transfers. During the Term, except for a Permitted Transfer, Borrower shall not sell or otherwise transfer the Project or any portion thereof, and none of the constituent general partners of Borrower shall sell or otherwise transfer their interests in Borrower, and none of the constituent general partners in a partnership that is a partner in Borrower shall sell or otherwise transfer their interest in such partnership without first obtaining the approval of the TCMHA, which consent the TCMHA may withhold or grant in the exercise of its good faith discretion. The TCMHA shall not approve any such transfer request if the Borrower is in default under any of the Loan Documents or the Management Plan. For purposes hereof, "Permitted Transfer" shall mean:

(a) The granting of easements or licenses to any appropriate governmental agency or utility or permits to facilitate the development and/or operation of the Site.

(b) A sale or Transfer in connection with a foreclosure or deed in lieu of foreclosure of any senior deed of trust so long as the TCMHA is given 90 day notice as provided in Section 9.3 in order to exercise its remedies under Section 8.2.

(c) The lease of any individual residential unit in the Improvements;

(d) A transfer of the Borrower's interest in the Property by foreclosure or deed in lieu of foreclosure (i) to any bona fide third-party lender holding a lien encumbering the Property (or its nominee), and (ii) by a lender foreclosure transferee entity to a third-party;

(e) A transfer of this Agreement and the Property to Jamboree Housing Corporation ("JHC") or any affiliate of JHC;

(f) The transfer and sale of limited partnership interests in Borrower while Borrower is in the form of a limited partnership;

(g) In the event that any general partner of Borrower, while Borrower is in the form of a limited partnership, is removed by the limited partner of such limited partnership for cause following default under the partnership agreement, the transfer of the general partner interest to a 501(c)(3) tax exempt nonprofit corporation or its affiliate selected by the limited partner;

(h) the transfer of the Project from Borrower, while Borrower is in the form of a limited partnership, to one or more of the general partners of Borrower or their affiliates at the end of the tax credit compliance period for the Project;

(i) Any dilution of a general partner's interest in Borrower while Borrower is in the form of a limited partnership, in accordance with Borrower's limited partnership agreement; and

(ji) any transfer of stock or equity in Borrower or an entity comprising Borrower that does not change management or operational control of the Project, with no material change in beneficial ownership (with the exception of any conveyance to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit) and which constitutes a tax-free transaction under Federal income tax law and California real estate transfer tax;

7.8 Management; Marketing and Management Plans. Any management company of the Project and the management agreement with such management company shall be subject to the prior written approval of the TCMHA (such approval not to be unreasonably withheld, or delayed). The management agreement shall not be amended, modified, or supplemented, in any material respects, terminated or canceled without the prior written consent of the TCMHA (such approval not to be unreasonably withheld, or delayed). Borrower and the TCMHA (if it so elects) will cooperate in the marketing of the units on the Property pursuant to a marketing plan (the "Marketing Plan") prepared by the Borrower and approved by the TCMHA (such approval not to be unreasonably withheld, or delayed). Following TCMHA approval of said Marketing Plan pursuant to this Section 7.8, and the Management Plan described in Section 4.1 hereof, any material changes to the Marketing Plan or Management Plan shall be submitted by the Borrower to TCMHA for approval (such approval not to be unreasonably withheld or delayed); however, the Borrower shall provide written supplements to said approved plans if requested by the TCMHA.

7.9 Operation and Maintenance of Project.

(a) Operation. During the Qualified Project Period, Borrower shall at all times operate on the Project an affordable housing rental facility in compliance with this Agreement and the Regulatory Agreement.

(b) Maintenance. During the Qualified Project Period, Borrower agrees to maintain all interior and exterior improvements, including landscaping (and all abutting ground, sidewalks, roads, parking and landscape areas) on the Project in good condition, repair and sanitary condition (and, as to landscaping, in a healthy condition) and in accordance with any Management Plan approved by the TCMHA under this Loan Agreement (such approval not to be unreasonably withheld, or delayed) (including without limitation any landscape and signage plans), as the same may be amended from time to time, and all other applicable laws, rules, ordinances, orders, and regulations of all federal, state, TCMHA, municipal, and other governmental agencies and bodies having jurisdiction and all their respective departments, bureaus, and officials. Borrower acknowledges the great emphasis the TCMHA places on quality maintenance to protect

its investment and to provide quality low income housing for its constituents and to ensure that all TCMHA-subsidized affordable housing projects within the TCMHA are not allowed to deteriorate due to deficient maintenance. In addition, Borrower shall keep the Project free from all graffiti and any accumulation of debris or waste material. Borrower shall promptly make all repairs and replacements necessary to keep the Project in good condition and repair and shall promptly eliminate all graffiti and replace dead and diseased plants and landscaping with comparable approved materials. Borrower shall not commit or permit any waste or deterioration of the Project, shall not abandon any portion of the Project, and shall not otherwise act, or fail to act, in such a way as to unreasonably increase the risk of damage to the Project.

In the event that Borrower breaches any of the covenants contained in this Section and such default continues for a period of five (5) business days after written notice from TCMHA (with respect to graffiti, debris, waste material, and general maintenance) or thirty (30) days after written notice from TCMHA (with respect to landscaping and building improvements; provided, however, that with respect to building improvements that cannot reasonably be cured within thirty (30) days, then Borrower shall have such time as is reasonably necessary to complete such cure), then TCMHA, in addition to whatever other remedies it may have under this Agreement, the other Loan Documents or at law or in equity, shall have the right to enter upon the Project and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the TCMHA shall be permitted (but not required) to enter upon the Project and perform all acts and work necessary to protect, maintain and preserve the improvements and landscaped areas on the Project, in the amount of the expenditure arising from such acts and work of protection, maintenance, and preservation by TCMHA and/or reasonable costs of such cure, including a fifteen percent (15%) administrative charge, which amount shall be promptly paid by Borrower to TCMHA upon demand.

(c) Removal of Personal Property. During the Qualified Project Period, Borrower shall not cause or permit the removal from the Project of any items of Borrower's personal property (other than tools and equipment used in the operation of the Project) unless (i) no Event of Default remains uncured and (ii) Borrower promptly substitutes and installs on the Project other items of equal or greater value or utility in the operation of the Project, all of which shall be free of liens and shall be subject to the liens of the Leasehold Deed of Trust and the Financing Statement and executes and delivers to TCMHA all documents required by TCMHA in connection with the attachment of such liens to such items. Borrower shall keep detailed records of such removal and shall make such records available to TCMHA upon written request from time to time.

7.10 Status of Borrower. Borrower shall at all times maintain its legal status and all material licenses, rights, franchises and privileges in the jurisdiction of its formation in good standing and comply with all laws, rules and regulations of California and the United States and of any political subdivision thereof applicable to it or its business.

7.11 Insurance. While any obligation of Borrower under any Loan Document remains outstanding, Borrower shall maintain at Borrower's sole expense, the following policies of insurance in form and substance as follows:

During the Project Period:

- (a) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (b) Commercial Auto Liability insurance covering all owned, non-owned and hired autos with a limit of \$1,000,000 per occurrence);
- (c) Statutory Workers' compensation insurance and Employer's Liability with a minimum limit of \$1,000,000 per occurrence (amounts subject to change to ensure proper coverage);
- (d) Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" form for 100% of the Replacement Cost Value and no coinsurance provision. (including insurance against loss by flood if the Project is located in an area now or hereafter designated as subject to the danger of flood, but excluding insurance against loss by earthquake);
- (e) Rent loss insurance for a period of at least one year;
- (f) The Commercial Property policy, shall include a "lender's loss payable endorsement" to the TCMHA assuring TCMHA that all proceeds shall be paid to TCMHA as provided in the Deed of Trust subject to the interests of the senior lenders on the Project. The TCMHA shall be an additional named insured on the Commercial General Liability policy, and such insurance shall be primary and any insurance maintained by the TCMHA shall be excess and non-contributing. All policies shall waive all rights of subrogation against the TCMHA, its elected and appointed officials, officers, agents, and employees. The general liability policy shall contain a severability of interests clause. Certificates of insurance and endorsements for all of the above policies (and/or original policies, if required by the TCMHA from time to time), showing the same to be in full force and effect, shall be delivered to the TCMHA;
- (g) All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the TCMHA's Risk Manager, or designee, upon review of Borrower's current audited financial report. If Borrower's SIR is approved, Borrower, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold the TCMHA harmless against any and all liability, claim, demand or suit resulting from Borrower, its agents, employee's or subcontractor's performance of this Contract, Borrower shall defend the TCMHA at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Borrower's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Borrower's SIR provision shall be interpreted as though the Borrower was an insurer and the TCMHA was the insured.

Upon notice of any actual or alleged claim or loss arising out of subcontractor's work hereunder, subcontractor shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the Borrower and Additional Insureds.

7.12 [INTENTIONALLY OMITTED.]

7.13 Changes in Property Restrictions. Following the effective date of this Agreement, Borrower shall not initiate, join in or consent to any change in any applicable zoning ordinance, general plan or similar law, or to any private restrictive covenant or any similar public or private restriction on the use of the Project, except with the prior written consent of the TCMHA (such consent not to be unreasonably withheld, or delayed).

7.14 Books, Records and Annual Statement. Borrower shall maintain complete books of account and other records reflecting the construction and operation of the Project in accordance with generally accepted accounting principles applied on a consistent basis.

7.15 Notices of Certain Matters. Borrower shall give notice to TCMHA, within ten (10) days after Borrower receives actual knowledge thereof, of each of the following:

(a) Any litigation or claim against the Borrower relating to the Property or the Project and involving an amount in excess of \$25,000 and any litigation or claim that would, if successful, subject Borrower or any constituent partner of Borrower to liability in excess of \$50,000, whether covered by insurance or not;

(b) Any dispute between Borrower and any governmental or public agency relating to the Property or the Project, the adverse determination of which would materially adversely affect the Project;

(c) Any trade name hereafter used by Borrower and any change in Borrower's principal place of business;

(d) Any Event of Default or event, which, with the giving of notice or the passage of time, without ameliorative action, or both, would constitute an Event of Default;

(e) Any material default by Borrower or any other party under any Loan Document or Mortgage Document, or the receipt by Borrower of any notice of default under any Loan Document or Mortgage Document;

(f) The creation or imposition of any mechanics' lien or other lien against the Project;

(g) The presence of any hazardous materials on, under or about the Property or the Project in violation of any applicable Hazardous Substance Law; any enforcement, clean-up, removal or other action or requirement of any local, state or federal governmental or quasi-governmental authority with jurisdiction relating to any such hazardous materials; and the existence of any occurrence of conditions on any property in the vicinity of the Project that could cause any portion of the Project to be classified as “border-zone property” under the provisions of the California Health and Safety Code or any related regulations, or that could cause the Project to be otherwise subject to any restrictions relating to hazardous materials; and

(h) Any material adverse change in the financial condition of Borrower or any of its constituent general partners.

7.16 Further Assurances. Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to TCMHA all documents, and take all actions, reasonably required by TCMHA from time to time to confirm the rights created or now or hereafter intended to be created under the Loan Documents, to protect and further the validity, priority and enforceability of the Loan Documents, to subject to the Loan Documents any property intended by the terms of any Loan Document to be covered by the Loan Documents, or otherwise to carry out the purpose of the Loan Documents and the transactions contemplated thereunder.

7.17 Liens. With the exception of the documents to be recorded at the close of Borrower’s construction financing for the Project and any Approved Refinancing, Borrower shall not cause or suffer to become effective any lien, restriction or other title limitation affecting any part of the Project other than those approved by the TCMHA and (ii) taxes not delinquent.

7.18 Payment of Expenses. Borrower shall pay the TCMHA's costs and expenses for title insurance, recording and escrow charges, and survey charges.

7.19 [INTENTIONALLY OMITTED]

7.21 [INTENTIONALLY OMITTED]

7.22 [INTENTIONALLY OMITTED.]

7.23 Mental Health Services Act Requirements. During the Qualified Project Period, the Borrower shall carry out the design, construction and operation of the Project, and operate the Program, in conformity with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation, as applicable, the requirements set forth in California Welfare and Institutions Code Section 5771.1 *et. seq.* and, without limitation, the requirements found in **Exhibit D** attached to this Agreement.

7.24 TCMHA Recognition. The owner shall ensure recognition of the role of the TCMHA in providing funds through this Agreement. All activities, facilities and

items utilized pursuant to the Agreement shall be prominently labeled as to funding source.

7.25 Labor Standards. To the extent applicable, the Borrower agrees to comply with the requirements of the California Department of Industrial Relations Prevailing Wage Requirements and the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. If applicable, the Borrower shall maintain documentation which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the TCMHA for review upon request.

ARTICLE VIII

DEFAULT AND REMEDIES

8.1 Events of Default. Each of the following shall constitute an "Event of Default" by Borrower under this Agreement:

(a) Failure to Make Note Payments. Borrower fails to pay principal and/or interest under the Note when due, within fifteen (15) days after TCMHA gives Borrower written notice that such obligation was not performed or paid for (but failure to give or delay in giving any such notice shall not constitute a waiver of the right to payment, and the Deed of Trust shall not be reconveyed until all required payments shall have been made, with interest on any past due payments at the applicable rate under the Note). Any payment that falls due on a non-business day may be made the next succeeding business day without penalty and shall not be considered a past-due payment;

(b) Failure to Make Other Payments. Borrower fails to perform any other obligation for the payment of money (other than payments described in subparagraph (a) above) under any Loan Document within thirty (30) days after TCMHA gives Borrower written notice that such obligation was not performed or paid for;

(c) Non-Monetary Failure to Perform. Borrower fails to timely perform, comply with or observe any of the terms, covenants, or conditions of this Agreement or any other Loan Document (other than those provisions elsewhere referred to in this Section 8.1) and such failure continues uncured or without Borrower commencing to diligently cure for thirty (30) days after notice thereof in writing is given by the TCMHA to Borrower, provided that if Borrower has commenced cure but cannot complete such cure reasonably within thirty (30) days, Borrower shall have one hundred twenty (120) days from the date of notice to cure such failure without such failure constituting an Event of Default;

(d) Mortgage Loan Document Breach. Any default or breach of Borrower that continues uncured after the expiration of any applicable cure period under any other loan document including, but not limited to, the Mortgage Loan Documents (including

but not limited to any additional TCMHA loans, the deed of trust securing such loan(s) and any related documents);

(e) Voluntary Suspension. The voluntary suspension of Borrower's business or the dissolution or termination of the partnership (if any) constituting Borrower;

(f) Unauthorized Transfer. Borrower's sale or other transfer of the Property or the Project in violation of Section 7.7 above;

(g) Fraud or Material Misstatement or Omissions. Any fraudulent act or intentional material omission of Borrower's, or intentional material misrepresentation of Borrower's, pertaining to or made in connection with the Loan, Loan Documents or the Project;

(h) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties, or (iv) directing the winding up or liquidation of Borrower, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a lesser time period is permitted for cure under any other mortgage on the Property, in which event such lesser time period will apply under this subsection 8.1(h) as well; or Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the TCMHA, the indebtedness evidenced by the Note; or

(i) Project Monies. Borrower's knowing misapplication or embezzlement of Project monies.

8.2 Remedies. The occurrence of any Event of Default shall, either at the option of the TCMHA or automatically where so specified, relieve the TCMHA of any obligation to make or continue the Loan and shall give the TCMHA the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents or otherwise available at law or in equity or by statute (and all of the TCMHA's rights and remedies shall be cumulative), including but not limited to the following:

(a) Acceleration of Note. The TCMHA shall have the right to cause all indebtedness of the Borrower to the TCMHA under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest, or dishonor. The TCMHA may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the TCMHA as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. The Borrower shall be liable to pay the TCMHA on demand all expenses, costs

and fees (including, without limitation, reasonable attorneys' fees and expenses) paid or incurred by the TCMHA in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The TCMHA shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The TCMHA shall have the right to cure any monetary default by Borrower under a loan other than the Loan. The Borrower agrees to reimburse the TCMHA for any funds advanced by the TCMHA to cure a monetary default by Borrower upon demand therefore, together with interest thereon at the rate of twelve percent (12%) per annum (which rate shall in no event exceed the maximum rate permitted by law and if it does, said rate shall be reduced to the maximum rate then permitted by law), from the date of expenditure until the date of reimbursement.

8.3 Remedies Cumulative. No right, power, or remedy given to the TCMHA by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the TCMHA by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the TCMHA to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the TCMHA of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

8.4 Waiver of Terms and Conditions. No waiver of any default or breach by Borrower hereunder shall be implied from any omission by the TCMHA to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by the TCMHA to or of any act by Borrower requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act. The exercise of any right, power, or remedy shall in no event constitute a cure or a waiver of any default under this Agreement or the Loan Documents, nor shall it invalidate any act done pursuant to notice of default, or prejudice the TCMHA in the exercise of any right, power, or remedy hereunder or under the Loan Documents, unless in the exercise of any such right, power, or remedy all obligations of Borrower to TCMHA are paid and discharged in full.

8.5 Limited Partner Cure Rights. Notwithstanding anything to the contrary in this Agreement, TCMHA shall give the investor limited partner of Borrower the following notice and cure rights:

- (a) TCMHA will give the limited partner a copy of any notice (at the limited partner's address provided in a notice by Borrower to TCMHA) that TCMHA gives to Borrower under this Agreement, provided that Borrower has provided the address and contact information for the investor limited partner in writing to TCMHA;
- (b) TCMHA will give the limited partner thirty (30) days after delivery of the notice to the limited partner to cure a non-payment of any sum due under this Agreement;
- (c) TCMHA will give the limited partner sixty (60) days after the delivery of the notice to the limited partner to cure any other default under this Agreement;
- (d) If a non-monetary default is incapable of being cured within sixty (60) days, TCMHA will give the limited partner such additional time as is reasonably necessary to cure such default provided the limited partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period; and
- (e) If the limited partner makes any such payment or otherwise cures such default, the TCMHA will accept such action as curing such default as if such payment or cure were made by Borrower.

ARTICLE IX

MISCELLANEOUS

9.1 Approvals Under Agreement. Where this Agreement requires an approval or consent of the TCMHA, such approval or consent may be given on behalf of the TCMHA by its Executive Director or his or her designee.

9.2 Time. Time is of the essence in this Agreement.

9.3 Notices. Any notice requirement set forth herein shall be in writing and delivered to the appropriate Party at the address listed in this subparagraph. Addresses for notice may be changed from time to time by written notice to the other Party. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change in address of which the sending Party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

Borrower: West Mission Housing Partners, LP
c/o Jamboree Housing Corporation
17701 Cowan Avenue, Suite 200
Irvine, CA 92614

With a copy to: Rutan & Tucker, LLP
18575 Jamboree Road 9th Floor
Irvine, CA 92612
Attention: Patrick D. McCalla

TCMHA: Tri City Mental Health Authority
1717 N. Indian Hill Boulevard, #B

Claremont, California 91711
Attn: Executive Director

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

9.4 No Third Parties Benefitted. This Agreement is made and entered into for the sole protection and benefit of the TCMHA, its successors and assigns, and Borrower, its permitted successors and assigns, and no other person or persons shall have any right of action hereon.

9.5 TCMHA to File Notices. Borrower irrevocably appoints, designates, and authorizes the TCMHA as its agent (said agency being coupled with an interest) to file for record any notice that the TCMHA deems necessary or desirable to protect its interest hereunder and under the Loan Documents.

9.6 Actions. The TCMHA shall have the right to commence, appear in, or defend any action or proceeding purporting to affect the rights, duties, or liabilities of the Parties hereunder, or the disbursement of any proceeds of the Loan.

9.7 Successors and Assigns. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that subject to the terms of Section 7.7, no assignment of Borrower's rights hereunder shall be made, voluntarily or by operation of law, without the prior written consent of the TCMHA, and that any such assignment not otherwise permitted hereunder that is made without said consent shall be void.

9.8 Construction of Words. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, words imparting persons shall include firms, associations, partnerships and corporations, and words of either gender shall include the other gender.

9.9 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

9.10 Governing Law and Venue. This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement or any of the Loan Documents, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

9.11 Amendment. This Agreement may not be changed orally, but only by an agreement in writing signed by Borrower and the TCMHA.

9.12 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing.

9.13 Captions and Headings. Captions and headings in this Agreement are for convenience of reference only, and are not to be considered in construing the Agreement.

9.14 Nonliability. By accepting or approving anything required to be performed or given to TCMHA under the Loan Documents, including any certificate, financial statement, survey, or insurance policy, TCMHA shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by TCMHA to anyone.

9.15 Obligations Unconditional and Independent. Notwithstanding the existence at any time of any obligation or liability of TCMHA to Borrower, or any claim by Borrower against TCMHA, in connection with the Loan or otherwise, Borrower hereby waives any right it might otherwise have (a) to offset any such obligation, liability or claim against Borrower's obligations under the Loan Documents or (b) to claim that the existence of any such obligation, liability or claim excuses the nonperformance by Borrower of any of its obligations under the Loan Documents.

9.16 Survival of Representations and Warranties. All representations and warranties of Borrower in the Loan Documents shall survive the making of the Loan and have been or will be relied on by TCMHA notwithstanding any investigation made by TCMHA.

9.17 Prior Agreements. This Agreement (together with the other Loan Documents) contains the entire agreement between TCMHA and Borrower with respect to the Loan and all prior negotiations, understandings and agreements (including, but not limited to, any commitment letter issued by TCMHA to Borrower) are superseded by this Agreement and such Loan Documents.

9.18 Conflicts. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, this Agreement shall prevail; provided, however, that with respect to any matter addressed in both such documents, the fact that one document provides for greater, lesser or different rights or obligations than the other shall not be deemed a conflict unless the applicable provisions are inconsistent and could not be simultaneously enforced or performed.

9.19 Waiver of Right to Trial by Jury. Unless prohibited by Federal, State or local laws, each Party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under any Loan Document or in any way connected with or related or incidental to the dealings of the Parties hereto or any of them with respect to any Loan Document, or the transactions related thereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each Party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any Party to this Agreement may file an original counterpart or a copy of this section with

any court as written evidence of the consent of the Parties hereto to the waiver of their right to trial by jury.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

BORROWER:

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West Mission LLC,
a California limited liability company
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit
corporation,
Manager

By: _____
Name: _____
Title: _____

TCMHA:

TRI-CITY MENTAL HEALTH AUTHORITY,
a California joint powers authority

By: _____
Antonette Navarro, Executive Director

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED IN THE CITY OF POMONA IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 IN BLOCK 83 OF POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

LOT 2, IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH

LOTS 3 AND 4 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY LINE OF SAID LOT 4, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#)).

EXCEPT THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM DEPTH BELOW 500 FEET OF THE SURFACE OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF AS RESERVED IN DOCUMENT RECORDED JULY 19, 1978 AS [INSTRUMENT NO. 78-785563 OF OFFICIAL RECORDS](#);

TOGETHER WITH:

THE NORTH 63.75 FEET OF LOT 5 AND THE WEST 20 FEET OF THE NORTH 63.75 FEET OF LOT 6, IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOTS ON THE NORTH, 20.00 FEET WIDE, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WESTERLY LINE OF SAID LOT 5 AND THE EASTERLY LINE OF THE WESTERLY 20.00 FEET OF SAID LOT 6, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH

THAT PORTION OF LOTS 5 AND 6 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, 85 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 5, 56 1/4 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 AND 5, 85 FEET TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE 56 1/4 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE EAST 45 FEET OF LOT 6 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE NORTH, 20.00 FEET WIDE. LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WESTERLY LINE OF THE EAST 45.00 FEET OF SAID LOT AND THE EASTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THE NORTH ONE-HALF OF LOTS 7 AND 8 IN BLOCK 83 OF POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE NORTH, 20.00 FEET WIDE, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY LINE OF SAID LOT 8 AND THE WESTERLY LINE OF SAID LOT 7, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THE SOUTH HALF OF LOTS 7 AND 8 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LEGAL DESCRIPTION IS PURSUANT TO NOTICE OF LOT MERGER LM8-2019, RECORDED JANUARY 8, 2020 AS [INSTRUMENT NO. 20200026225 OF OFFICIAL RECORDS](#).

[APN: 8341-010-914](#); 8341-010-915; 8341-010-916; 8341-010-917; 8341-010-918; 8341-010-919; 8341-010-920 AND 8341-010-921

EXHIBIT B

EXTREMELY LOW QUALIFIED TENANT/UNIT MIX
Pomona, California

RENT & AFFORDABILITY SCHEDULE

Number of Restricted Units	Number of Bedrooms	* Gross Restricted Rental Rate	**Utility Allowance	Net Restricted Rental Rate	Income Limit based on Area Median Income (AMI)	Age Restriction (if any)	Project Based Section 8 Units	Number of Years Restricted
10	10				30%			55
Total 10	10						Total 0	

- * Restricted Rental Rate is based on the current Area Median Income (AMI) published by HUD annually and does not include the utility allowance deduction.
- ** Utility allowance is based on the current schedule published for Los Angeles County annually.

Rent increases shall be limited to (i) the Department of Housing and Urban Development’s (HUD) annually published Rent Adjustment factor for the Section 8 program, or (ii) no more than the lower of rent established as affordable based on the Median Income for the Area and the affordability restrictions set forth above, which is adjusted annually by HUD and published by the State of California, or as required by California Health & Safety Code section 50053.

EXHIBIT C

[INTENTIONALLY OMITTED]

EXHIBIT D

MHSA REQUIREMENTS (Applicable to Restricted Units)

1. Population. The population to be served shall include extremely low income (30% of Area Median Income for Los Angeles County), homeless individuals with documentation of a serious mental disorder, as defined in California Welfare and Institutions Code section 5600.3(b), State Licensed Healthcare Professional (as defined in the Social Security Act-42 U.S.C Section 423).

2. Rent Restrictions. Restricted rents for the MHSA funded units shall not exceed 30% of the Area Median Income (AMI) levels for Los Angeles County , as established by state and federal law, adjusted for designated household size (less a utility allowance unless included in the rent) with the tenants rent portion not to be more than 30% of their Social Security Income/Social Security Pension (SSI/SSP) or not more than 30% of their total gross household income (if additional income beyond SSI/SSP is received). If federally funded Project Based Vouchers are provided, the developer shall comply with the federal regulations for maximum rent and tenant rent portions.

3. Coordinated Entry System. To the greatest extent feasible, the Developer shall utilize the local coordinated entry system to screen for eligible residents currently experiencing homelessness and with a documented serious mental disorder.

4. Housing Unit General Requirements. Housing units and building features must meet the needs of the MHSA tenants to be served at the development, including privacy, housing activities and community interaction. There shall be no requirement for non-related, single, adult tenants to share bedrooms. There shall be adequate number of bedrooms to accommodate the housing composition.

5. Housing Unit Living Requirements. Housing units must have an identifiable and private living area, sleeping area, full kitchen area and a full bathroom. The kitchen area shall at a minimum include a sink, full size refrigerator, cupboard space, counter area, microwave or oven, and a two-burner stove or built-in cook top.

6. Furnishings. All units should be furnished with standard furnishings applicable to the unit type.

7. Technology. Developers are encouraged to provide units that are pre-wired for high technology and internet access.

8. Common Space. The building must include common space, such as a community room that can accommodate a variety of activities and where tenants can choose to interact with one another.

9. Office Space. The building must include a designated office space to provide services to MHSAs tenants.

10. Efficiency Requirements. The design and operation of the Project shall incorporate features designed to increase efficiency and reduce ongoing expenses. The Project shall incorporate appropriate and feasible green design practices, such as the use of ENERGY STAR rated energy-efficient appliances and water-conserving fixtures and products. The Project must also utilize durable materials chosen to reduce future maintenance costs and renewable building supplies.

11. Tenants shall be provided with information to assist them to participate in environmentally friendly practices such as energy and water conservation, recycling and use of non-toxic household products.

Notwithstanding anything to the contrary in this Exhibit D or the Agreement, the requirements in this Exhibit D shall only be applicable during the Project Period.

PROMISSORY NOTE SECURED BY DEED OF TRUST

\$2,800,000.00

_____, 2021

FOR VALUE RECEIVED, the undersigned, WEST MISSION HOUSING PARTNERS LP, a California limited partnership (“**Borrower**”) promises to pay to the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority organized under the laws of the State of California (“**TCMHA**”) at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711, or such other address as may be designated by TCMHA in writing, the principal sum of TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00), or so much of such sum as may be disbursed by TCMHA under the Loan Agreement described below, plus interest, on the terms specified below.

1. Agreement. This Note is given in accordance with that certain Loan Agreement executed by and between the TCMHA and the Borrower of even date herewith (the “**Loan Agreement**”), and in connection with that certain Regulatory Agreement executed by and between the TCMHA and the Borrower dated substantially concurrently with this Note (the “**Regulatory Agreement**”). The obligations of the Borrower under this Note shall be subject to the terms of the Loan Agreement, the Deed of Trust of even date herewith which secures performance under this Note, the Regulatory Agreement, and any other Loan Documents, all of which are hereby incorporated by reference. Capitalized terms used but not defined herein shall have the meaning as set forth in the Loan Agreement.

2. Interest and Repayment; Reporting.

(a) Interest based upon the outstanding principal amount at the rate of three percent (3%) per annum shall accrue under this Note on all principal when disbursed. Interest not paid current each year shall be added to and thereafter be considered additional principal due hereunder.

(b) All unpaid principal and accrued interest shall be due and payable on the date that is fifty-five (55) years after the completion of and issuance of a certificate of occupancy for the Project described in the Loan Agreement.

(c) Upon a breach of any term, covenant or condition hereunder or an Event of Default under any Loan Document (*i.e.*, a default which continues to remain uncured after the expiration of any cure period), the principal balance and accrued interest shall become due and payable.

(d) Commencing on the completion of and issuance of a certificate of occupancy for the Project described in the Loan Agreement, annual payments of 17.95% of Residual Receipts (hereinafter defined) for the preceding annual period shall be paid to TCMHA and applied to the sums outstanding under this Note. The payments described below shall be paid to Holder no later than April 1 of each year, with the first payment due on the April 1 following the issuance of a certificate of occupancy for the Project, and continuing each year thereafter.

For the purposes of this Note, “**Residual Receipts**” shall mean the sum of money computed as follows: (i) All rents, revenues, consideration or income (of any form) received by Borrower in connection with or relating to the ownership or operation of the Project, including fifty percent (50%) of any net revenue derived from any refinancing of the Project and any revenue from contributions, loans or grants which is not required to meet future Project obligations (but excluding tenants’ security deposits, partner capital contributions and similar advances) (“**Gross Revenue**”) less (ii) all of the following: all customary and reasonable costs (i.e., mandatory (hard) mortgage payments) and expenses reasonably and actually incurred in connection with the operation and maintenance of the Project, including but not limited to premiums for property and liability insurance; utility services not paid directly by tenants; maintenance and repair; security services and payments for social/supportive services; any adjuster payments to the investor limited partner required under Borrower’s partnership agreement; payment of principal or interest on any indebtedness of Borrower to any affiliate of Borrower (individual or entity) or partner of Borrower to repay completion and operating deficit loans relating to the Project; asset management fee payable to the limited partner of Borrower in an amount not to exceed five thousand dollars (\$5,000), increased annually by CPI; partnership management fee payable to Borrower, not to exceed ten thousand dollars (\$10,000), increased annually by CPI; reasonable property management fees not to exceed the lesser of six percent (6%) of gross revenue or \$65 per unit per month, increasing annually by CPI; deferred developer fee in an amount approved by the other Project lenders; amounts (approved by the other Project lenders) expended to restore the Project after a casualty loss or condemnation; reasonable and customary cost for accounting and auditing the books and records of the Project; taxes; franchise tax filing fees; and any other reserves reasonably required by the investors or the lenders approved for the Project (collectively “**Operating Expenses**”).

(e) Such annual payments shall be accompanied by a written Borrower’s report of Residual Receipts and any other documentation reasonably requested by Holder to substantiate the Maker’s determination of Residual Receipts, and an audited financial statement documenting the calculation of Residual Receipts for the previous calendar year ending December 31.

(f) TCMHA shall have the right to inspect and audit Borrower’s books and records concerning the calculation of the Residual Receipts payment and to object. If TCMHA does object, TCMHA shall specify the reasons for disapproval. Borrower shall have thirty (30) days to reconcile any disapproved item. If Borrower and TCMHA cannot agree on the amount of the Residual Receipts payment, an independent auditor mutually selected by them shall resolve any disputed items. If said independent auditor determines that Borrower’s proposed payment would have resulted in an underpayment to greater than two and one-half percent (2.5%) for the applicable period, then Borrower shall immediately pay to TCMHA the cost of such independent auditor; otherwise, the cost of such independent auditor shall be paid by TCMHA.

3. Form and Application of Payments.

(a) Any payment under this Note shall be in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.

(b) All payments and prepayments received by TCMHA pursuant to the terms hereof shall be applied in the following manner: first, to the payment of all expenses, charges, costs and fees incurred by or payable to TCMHA by Borrower pursuant to the terms of the Loan Documents (in such order and manner as TCMHA, in its sole discretion, may elect); second to the payment of all interest accrued to the date of such payment; and third, to the payment of the outstanding principal until paid in full.

(c) Notwithstanding anything to the contrary contained herein, after the occurrence and during the continuation of an Event of Default (as such term is defined in the Loan Agreement), all amounts received by TCMHA from any party shall be applied in such order as TCMHA, in its sole discretion, may elect.

4. Prepayments. Borrower may prepay all or part of the principal balance and accrued interest due under this Note without penalty.

5. Security. This Note is secured by, among other things, a Deed of Trust covering real and personal property including, but not limited to, the Property and the Project (as such terms are defined in the Loan Agreement).

6. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at TCMHA's sole discretion and that the TCMHA may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by the TCMHA with any person now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:

(1) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;

(2) of presentment for payment, demand, protest and notices of dishonor and protest; and

(3) of diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights and interests in and to properties securing payment of this Note.

7. Attorney Fees and Costs. Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and

reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

8. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

9. Acceleration. If an Event of Default (as defined in the Loan Agreement) occurs under the Loan Agreement or other default under any other Loan Document occurs, then, or at any time thereafter, the whole of the unpaid principal and interest owing on this Note shall, at the option of TCMHA and without notice, become immediately due and payable. The Loan Agreement and other Loan Documents may also contain provisions, which provide for the automatic acceleration of amounts owing under this Note upon the occurrence of certain specified events. TCMHA shall have, and be entitled to exercise, upon the occurrence of any Event of Default or other event described above, all rights and remedies available to TCMHA under the Loan Agreement, this Note, the other Loan Documents or at law or in equity. All such rights and remedies shall be cumulative.

10. Prohibition Against Transfer of Interest. The Borrower shall not make any sale, assignment or conveyance, or transfer in any other form, nor any further pledge, encumbrance, or mortgaging of the Property and/or the Project or any part thereof or of any of its interest therein, other than in accordance with the terms of the Loan Agreement and Regulatory Agreement.

11. Default Interest; Default Under Other Loan Documents. All covenants, conditions, and agreements contained in this Note, the Loan Agreement, the Regulatory Agreement, the Deed of Trust and the other Loan Documents are hereby made a part of this Note, and the Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all accrued interest thereon and charges owing, shall, at the option of the TCMHA hereof, become immediately due and payable, and thereafter until paid bear interest at the rate of twelve percent (12%) per annum (or such lesser rate that is legal, it being understood that the rate shall in no event exceed the highest interest rate then permitted at law and if it does, it will be reduced to said lower amount) (the "Default Rate"), compounded annually upon the failure of the Borrower to make any payment hereunder within thirty (30) after due (after notice and expiration of any cure period); upon the failure of the Borrower to perform or observe any other material term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after notice and the expiration of any cure period) under the terms of this Note, the Loan Agreement, the Regulatory Agreement, the Deed of Trust or other Loan Document shall entitle the TCMHA to exercise rights or remedies thereunder.

12. Definitions. Capitalized terms not defined in this Note shall have the same meanings as defined in the Loan Agreement, the terms of which are incorporated into this Note by this reference.

13. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

14. Severability. If any provision of this Note shall be judicially determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

15. Captions. The captions and headings in this Note are merely for convenience and substantively are not part of this Note.

16. JURY TRIAL WAIVER; VENUE. UNLESS PROHIBITED BY FEDERAL, STATE OR LOCAL LAWS, IN ANY JUDICIAL ACTION OR PROCEEDING ARISING FROM OR RELATING TO THE LOAN OR THE LOAN DOCUMENTS, INCLUDING ANY ACTION OR PROCEEDING INVOLVING A CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT, BORROWER HEREBY WAIVES ANY RIGHT IT OR THEY MAY HAVE TO REQUEST OR DEMAND A TRIAL BY JURY. VENUE FOR ANY ACTION RELATED TO THE LOAN OR LOAN DOCUMENTS SHALL BE IN AN APPROPRIATE COURT IN ORANGE COUNTY, CALIFORNIA SELECTED BY TCMHA TO WHICH BORROWER HEREBY CONSENTS.

17. Joint and Several Liability. If Borrower consists of more than one person or entity, each shall be jointly and severally liable for the performance of Borrower's obligations under this Note.

18. Notices. All notices to be given pursuant to this Note shall be given as provided in the Loan Agreement.

19. Calculation of Interest. Interest hereunder shall be calculated on the basis of a three hundred sixty (360) day year consisting of twelve (12) months of thirty (30) days each, except that interest due and payable for a period less than a full month shall be calculated by dividing (a) the product of (i) the actual number of days elapsed in such period, (ii) the outstanding principal balance hereunder during that period and (iii) the Note interest rate in effect hereunder during that period by (b) 360.

20. Number and Gender. In this Note the singular shall include the plural and the masculine gender shall include the feminine and neuter genders, and vice versa, if the context so requires.

21. Time. Time is of the essence in this Note.

22. No Waiver by TCMHA. No waiver of any breach, default, or failure of condition under the terms of this Note, the Loan Agreement, the Regulatory Agreement, the Deed of Trust or any other Loan Document or the obligations secured thereby shall be implied from any failure of the TCMHA to take, or any delay by the TCMHA in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note, the Loan Agreement, the Regulatory Agreement, the Deed of Trust or any other Loan Document or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

23. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and TCMHA.

24. Non-Recourse. This Note is a nonrecourse obligation of Borrower and the TCMHA must resort only to the Project or the Property, or both, for repayment should Borrower fail to repay the sums evidenced hereby. The TCMHA will neither seek nor obtain judgment against the Borrower for payment of principal or interest under the Note or for other obligations under the Loan Documents following a judicial or nonjudicial foreclosure of the Property, and the TCMHA's sole recourse against the Borrower for any default in the payment of principal or interest is limited to the Property and the Project and any other collateral of the Loan; provided, however, nothing in this Paragraph 24 will be deemed to limit or prejudice the rights of TCMHA to:

(a) recover damages against Borrower or the general partners of Borrower for fraud, failure to maintain insurance, bad faith waste, or intentional breach of a representation or warranty contained in the Loan Documents; or

(b) recover any condemnation proceeds or insurance proceeds or other similar funds or payments attributable to the Property and/or the Project that under the terms of the Loan Documents should have been paid to Lender; or

(c) recover any tenant security deposits, prepaid rents, or other similar sums paid to or held by Borrower or any other entity or person in connection with the Property and the Project which have not been applied in accordance with the tenant's lease; or

(d) recover the value of any personalty or fixtures removed by Borrower from the Project after the occurrence of an Event of Default which has not been replaced with comparable property; or

(e) recover the rents and profits of the Property and the Project accruing from and after the occurrence of an Event of Default that have not been applied to pay any portion of the Loan, operating, and maintenance expenses of the Property and/or the Project, insurance, premiums, impositions, deposits into a reserve for replacement, or other sums required by the Loan Documents or any other loan documents encumbering the Property; or

(f) recover any amounts owing to the TCMHA under indemnity provisions (including indemnity provisions pertaining to Hazardous Materials as such term is defined in the Loan Agreement) in the Loan Documents, but excluding any obligation to pay principal and/or interest on the Loan.

The limitation of liability set forth in this Section shall be deemed void and have no force or effect if Borrower or any general partner of Borrower attempts in bad faith to materially delay any foreclosure of or on the Deed of Trust or any other collateral for the Loan, or if the Borrower or any of its general partners in bad faith claim that this Agreement or any related documents are invalid or unenforceable to an extent that would preclude foreclosure. Notwithstanding anything to the contrary set forth in the immediately preceding sentence, in the event Borrower contests

any foreclosure proceeding in good faith, or in the event Borrower and the TCMHA agree to a settlement of any such action which gave rise to the foreclosure proceeding, the Loan shall remain nonrecourse. Any liability of Borrower or any of the general partners of Borrower for any obligations arising in connection with the matters set forth in clauses (a) through (l) inclusive will be personal liability, and may be asserted against and recovered from its or their interest in the Property and/or Project as well as against any of its and their other assets. Nothing contained in this Section impairs the validity of this Note or any related documents or any lien or security interest created or perfected by it.

However, nothing contained herein shall be deemed to prevent TCMHA from doing the following:

- (a) foreclose the Deed of Trust or enforce any of its other rights or remedies under the Loan Documents; or
- (b) name the Borrower as a party defendant in any action, proceeding or arbitration, subject to the limitations of this Section; or
- (c) assert any unpaid amounts on the Loan as a defense or offset to or against any claim or cause of action arising out of or pertaining to the Project made or alleged against the TCMHA by the Borrower or any of its general partners; or
- (d) exercise self-help remedies such as set off or nonjudicial foreclosure against or sale of any real or personal property collateral or security; or
- (e) proceed against any entity or person, including Borrower with respect to the enforcement of any leases, bonds, policies of insurance, or other agreements (other than the Loan Documents).

25. Limited Partner Cure Rights. Notwithstanding anything to the contrary in this Note or in any of the other Loan Documents, TCMHA shall give the investor limited partner of Borrower the following notice and cure rights:

- (a) TCMHA will give the limited partner a copy of any notice that TCMHA gives to Borrower under this Note to:

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street, 17th Floor
Charlotte, NC 28288
Attention: Director of Asset Management and
Timothy J. McCann, Managing Director,
tim.mccann@wellsfargo.com;

- (b) TCMHA will give the limited partner thirty (30) days after the notice is delivered

to the limited partner to cure a non-payment of any sum due under this Note;

(c) TCMHA will give the limited partner sixty (60) days after the notice is delivered to the limited partner to cure any other default under this Note;

(d) If a non-monetary default is incapable of being cured within sixty (60) days, TCMHA will give the limited partner such additional time as is reasonably necessary to cure such default provided the limited partner has commenced to cure such default and is diligently proceeding to cure such default through the end of such period; and

(e) If the limited partner makes any such payment or otherwise cures such default, the TCMHA will accept such action as curing such default as if such payment or cure were made by Borrower.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note.

BORROWER:

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West Mission LLC,
a California limited liability
company,
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit
corporation,
Manager

By: _____
Name: _____
Title: _____

WRECORDING REQUESTED BY, AND
WHEN RECORDED, MAIL DOCUMENT TO:

Tri City Mental Health Authority
1717 N. Indian Hill Boulevard, #B,
Claremont, California 91711
Attn: Toni Navarro

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING REQUESTED
PURSUANT TO GOVERNMENT CODE
SECTION 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND
FIXTURE FILING**

This Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing (the "*Deed of Trust*") is made on _____, 2021, for informational purposes, by WEST MISSION HOUSING PARTNERS LP, a California limited partnership (the "*Borrower*"), whose business address is 17701 Cowan Avenue, Suite 200, Irvine, California 92614 to Fidelity National Title Company (the "*Trustee*"), whose business address is 555 S. Flower Street, Suite 4420, Los Angeles, CA 90071, for the benefit of TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority organized under the laws of the State of California ("*TCMHA*") whose administrative office is at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711 ("*Beneficiary*").

1. BORROWER HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to Trustee in trust, with power of sale and right of entry and possession, all of Borrower's right, title and interest now held or hereafter acquired in and to the following: (a) all of that certain real property located in the City of Pomona, County of Los Angeles, State of California, described in **Exhibit A** (attached) which is incorporated herein by this reference; (b) subject to the rights and powers of the TCMHA/Beneficiary under Section 5.9 of this Deed of Trust, the rents, issues, profits, royalties, income and other benefits derived from use or occupancy of the Property (defined below); (c) all appurtenances, easements, rights of way and rights now owned or hereafter acquired by Borrower as they relate to the Property; (d) all rights title and interest of Borrower now owned or hereinafter acquired, in and to any land lying within the right of way of any street, open or proposed, adjoining all or any portion of the land on which the Property is located, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property; and (e) all buildings, improvements and fixtures now or hereafter erected thereon, and all appurtenances, easements, and articles of property now or hereafter affixed to, placed upon or used in connection with such real property and owned by Borrower or in which Borrower has an interest, together with all additions to, substitutions for, changes in or replacements of the whole or any part of said articles of property (all of which real and personal property are sometimes referred to as the "*Property*"); all of which are hereby pledged and

assigned, transferred, and set over unto Trustee, and for purposes of this Deed of Trust declared to be part of the realty; provided, however, that furniture and other personal property of tenants of dwelling units in the buildings now or hereafter situated on said real property are not intended to be included within this Deed of Trust except to the extent of Borrower's interest therein.

2. BORROWER HEREBY ABSOLUTELY, UNCONDITIONALLY AND IRREVOCABLY ASSIGNS to the TCMHA/Beneficiary, subject to the rights of senior lienholders, all rents, royalties, issues, accounts and profits of or relating to the Property and all of Borrower's interest under all leases, subleases, rental agreements and other contracts and occupancy agreements relating to construction, use and possession for the purposes and upon the terms and conditions hereinafter set forth. This assignment is absolute, primary and direct and is not intended to be a separate or secondary pledge, or other form of additional security, and no further act or step is or shall be required of the TCMHA/Beneficiary to perfect this assignment. Notwithstanding the foregoing, the TCMHA/Beneficiary confers upon Borrower a license to collect and retain the rents, issues and profits of the Property as they become due and payable until an Event of Default (defined below in Section 5.7), upon the occurrence of which said license shall be automatically revoked. This assignment shall not impose upon the TCMHA/Beneficiary any duty to cause the Property to produce rents nor shall the TCMHA/Beneficiary be deemed to be a mortgagee in possession by reason thereof for any purpose.

3. THE ABOVE GRANT, TRANSFER, AND ASSIGNMENTS ARE FOR THE PURPOSE OF SECURING:

(a) Payment of the indebtedness evidenced by that certain promissory note (the "**Promissory Note**") of Borrower in the face amount of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00), together with interest on such indebtedness according to the terms of the Promissory Note, and any or all amendments, modifications, extensions or renewals of the Promissory Note and the indebtedness and all other sums becoming due and payable to the TCMHA/Beneficiary, or Trustee, pursuant to the terms of this Deed of Trust.

(b) Payment of such additional indebtedness, when evidenced by a promissory note or notes reciting the same to be secured by this Deed of Trust, together with interest, as the TCMHA/Beneficiary at its sole discretion may advance to Borrower, or its successor in interest, from time to time and payment or performance of such other obligations as the then record owner of the Property may agree to pay or perform when evidenced by a promissory note or other instrument or agreement reciting that it is secured hereby.

(c) Performance and observance of all of the terms, covenants and conditions to be performed or observed by Borrower under this Deed of Trust or the Promissory Note, that certain document entitled Regulatory Agreement executed between the Borrower and the TCMHA/Beneficiary and imposed upon the Property as defined below (the "**Regulatory Agreement**"); and all other loan documents as such term is defined in the Regulatory Agreement (all of which are referred to collectively herein as either the "**Loan Documents**" or "**Secured Obligations**").

(d) Payment of all other obligations owed by Borrower to TCMHA/Beneficiary that by their terms recite that they are secured by this Deed of Trust, including those incurred as primary obligor or as guarantor.

4. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER AGREES:

4.1 Maintenance of the Property.

(a) To keep the Property in a decent, safe, sanitary, rentable and tenantable condition and repair and permit no waste thereof;

(b) Not to commit or suffer to be done or exist on or about the Property any condition causing the Property to become less valuable;

(c) Not to construct any buildings or improvements on the Property, other than the buildings and improvements contemplated in the TCMHA/Beneficiary's approval of the Loan or add to, remove, demolish or structurally alter any buildings and improvements now or hereinafter located on the Property;

(d) To repair, restore or rebuild promptly any buildings or improvements on the Property that may become damaged or be destroyed while subject to the lien of this Deed of Trust, subject to available insurance proceeds or other available financing;

(e) To comply with all applicable laws, ordinances and governmental regulations affecting the Property or requiring any alteration or improvement thereof, and not to suffer or permit any violations of any such law, ordinance or governmental regulation, nor of any covenant, condition or restriction affecting the Property;

(f) Not to initiate or acquiesce in any change in any zoning or other land use or legal classification which affects any of the Property without the TCMHA/Beneficiary's prior written consent; and

(g) Not to materially alter the use of all or any part of the Property without the prior written consent of the TCMHA/Beneficiary.

4.2 Insurance.

(a) To keep the Property insured, with loss payable to the TCMHA/Beneficiary, subject to the rights of senior lienholders, against loss or damage by fire and such other hazards, casualties and contingencies and by such companies, on such forms and in such amounts as the TCMHA/Beneficiary may from time to time require, and upon request to deliver the original of all such policies to the TCMHA/Beneficiary, together with receipts satisfactory to the TCMHA/Beneficiary evidencing payment of the premiums. Specific insurance requirements may be found at <http://www.calhfa.ca.gov/multifamily/>. In addition, all such policies shall provide that the TCMHA/Beneficiary shall be given thirty (30) days advance written notice of the cancellation, expiration or termination of any such policy or any material change in the coverage afforded by it. Renewal policies and any replacement policies, together with premium receipts satisfactory to

the TCMHA/Beneficiary, shall be delivered to the TCMHA/Beneficiary at least thirty (30) days prior to the expiration of existing policies. Neither Trustee nor the TCMHA/Beneficiary shall by reason of accepting, rejecting, approving or obtaining insurance incur any liability for the existence, nonexistence, form or legal sufficiency of such insurance, or solvency of any insurer for payment of losses. THE TCMHA/BENEFICIARY HEREBY DISCLOSES TO BORROWER IN WRITING THAT UNDER SECTION 2955.5 OF THE CALIFORNIA CIVIL CODE:

"No lender shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property."

(b) Subject to the rights of senior lienholders, effective on the occurrence of any Event of Default, all of Borrower's right, title and interest in all policies of property insurance and any unearned premiums paid are assigned to the TCMHA/Beneficiary, who may assign them to any purchaser of the Property at any foreclosure.

4.3 Payment of Taxes and Utility Charges. To pay, at least ten (10) days prior to delinquency, all taxes and assessments, both general and special, fines, penalties, levies and charges of every type or nature levied upon or assessed against any part of the Property or upon Trustee's or the TCMHA/Beneficiary's interest in the Property. The Borrower shall have the right to contest in good faith any such amounts but in no event shall Borrower allow penalties or such other charges accrue because of late payments.

4.4 Payment and Discharge of Liens. Borrower shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof and shall not at any time create or allow to exist any lien on the Property or any part thereof of any kind or nature other than this Deed of Trust; provided, however, that the following are excepted from this prohibition: (a) liens for taxes and assessments which are not delinquent although by law are given the status of a lien; (b) such of the above claims as are, and only during the time they are being contested by Borrower in good faith and by appropriate legal proceedings; and (c) those matters affecting title which appeared in the title insurance policy or binder delivered to the TCMHA/Beneficiary at the time of recording of this Deed of Trust or which have at any time been consented to in writing by the TCMHA/Beneficiary. Borrower shall post security for the payment of these contested claims as may be requested by the TCMHA/Beneficiary.

4.5 Rights of TCMHA/Beneficiary to Remedy Defaults. If Borrower defaults in payment of any tax, assessment, lien, encumbrance, claim, insurance premium, or any other proper charge, in whole or in part, or defaults in the performance of any of the Secured Obligations, the TCMHA/Beneficiary at any time and from time to time, with or without notice to or demand upon Borrower, may make such payments or perform any such acts required of Borrower, to such extent and in any form or manner deemed expedient by the TCMHA/Beneficiary, and pay any other sums, expenses and charges, including attorney fees, necessary to protect the Property and the lien of this Deed of Trust, without incurring any obligation so to do or releasing Borrower from any obligations and without waiving or curing any default. The TCMHA/Beneficiary shall be the sole judge of the validity, priority, and amount of any such tax, assessment, lien, premium, claim or

charge so paid by it, and the necessity for the performance by the TCMHA/Beneficiary of any such obligation which Borrower was required but failed to perform. The TCMHA/Beneficiary, at its option, shall be subrogated to any tax, assessment, lien, premium, claim or charge which it has paid under these provisions and any such subrogation rights shall be additional and cumulative security to those set forth in the Secured Obligations. In the event that the Property is or becomes encumbered by liens or deed(s) of trust other than this Deed of Trust, then a default under such other lien or deed(s) of trust shall constitute a default under this Deed of Trust.

4.6 Repayment to the TCMHA/Beneficiary. Upon the TCMHA/Beneficiary's payment of any tax, assessment, lien, encumbrance, claim, insurance premium or other charge which Borrower fails to pay, or upon the TCMHA/Beneficiary's performance of any obligation which Borrower fails to perform, all as set forth in paragraph 4.5 above, the amount so paid or the cost of performing any such obligation, together with other sums paid or incurred by the TCMHA/Beneficiary, including charges, expenses and reasonable attorney fees relating to or growing out of such default, with interest thereon from date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be paid by Borrower to the TCMHA/Beneficiary upon written demand. For the purposes of this paragraph 4.6, the term ". . . charges, expenses and attorney fees relating to or growing out of such default . . ." shall include but not necessarily be limited to the cost of obtaining, after the filing of a notice of default but prior to the foreclosure sale, a "Phase I" environmental site assessment of the Property by a qualified environmental professional and, if warranted in the opinion of such professional, a "Phase II" assessment. The aggregate of all such amounts, including interest, shall be secured by the lien of this Deed of Trust.

4.7 Defense of Actions and Payment of Costs. Borrower shall appear in and defend all actions and proceedings purporting to affect the Property or any right or power of the TCMHA/Beneficiary or Trustee hereunder, provided that the TCMHA/Beneficiary and Trustee, or either of them, may appear in and defend any such action or proceeding and the TCMHA/Beneficiary is authorized to pay, purchase or compromise on behalf of Borrower any lien or claim which in its judgment appears to or purports to affect the security of or to be superior to this Deed of Trust. Borrower shall pay on demand all sums so expended and all charges, expenses and attorney fees incurred, with interest from the date of expenditure at the lesser amount of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum. Borrower shall give the TCMHA/Beneficiary prompt written notice in writing of: (i) the assertion of any claim; (ii) the filing of an action or proceeding; (iii) the occurrence of any damage to any of the Property; (iv) any condemnation; and (v) any other material nonmonetary default.

5. IT IS MUTUALLY AGREED THAT:

5.1 Awards and Damages. Subject to the rights of senior lienholders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of: (a) taking of all or any part of, or any interest in the Property by or under assertion of the power of eminent domain; (b) any damage to or destruction of the Property, or any part thereof by insured casualty; and (c) any other injury or damage to all or any part of the Property, are hereby assigned to and shall be paid to the TCMHA/Beneficiary. The TCMHA/Beneficiary is authorized and empowered (but not required) to collect and receive any such sums, and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the

TCMHA/Beneficiary shall determine at its option. Subject to the rights of senior lienholders, the TCMHA/Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the TCMHA/Beneficiary may be released to Borrower upon such conditions as the TCMHA/Beneficiary may impose for its disposition. Application of all or any part of the amounts collected and received by the TCMHA/Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust.

Notwithstanding the foregoing, and except as stated below, the TCMHA/Beneficiary shall permit the Borrower to use amounts received as a consequence of any event described in subparagraphs 5.1(a) and 5.1(b) to restore the Property to its condition immediately preceding the event subject to the following conditions: within forty-five (45) days (or such longer period as may be necessary in the TCMHA/Beneficiary's reasonable discretion) after any event described in subparagraphs 5.1(a) or 5.1(b) above, Borrower shall deliver to the TCMHA/Beneficiary, in form and substance reasonably satisfactory to the TCMHA/Beneficiary: (i) a written plan for the repair, restoration or replacement of the Property (any such repair, restoration or replacement being referred to as a "**Restoration**"), including the estimated cost of the Restoration and schedule of completion; (ii) if requested by the TCMHA/Beneficiary, a copy of the plans and specifications for the Restoration; (iii) if required by any senior lender, a performance bond and labor and material payment bond for the work acceptable to the TCMHA/Beneficiary; (iv) evidence acceptable to the TCMHA/Beneficiary that after completion of the work, the income from the Property will be sufficient to pay all expenses of the Property and to pay and perform all conditions under the Loan Documents; (v) evidence of continuation of leases acceptable to the TCMHA/Beneficiary; (vi) evidence acceptable to the TCMHA/Beneficiary that upon completion of the work, the size, capacity, quality, value and general utility of the Property will be equal to or greater than the condition of the Property before the casualty occurred; (vii) evidence of satisfaction of any additional conditions or requirements that the TCMHA/Beneficiary may establish to protect its security; and (viii) such other documents and information relating to the Restoration as the TCMHA/Beneficiary may request. However, if the Borrower fails to meet any of the conditions listed in this subparagraph, or the amounts received as a consequence of any event described in subparagraphs 5.1(a) and 5.1(b) are insufficient to restore the Property to its condition immediately preceding the event, or if the TCMHA/Beneficiary determines that its security interest in the Property is substantially impaired, then subject to the rights of senior lienholders, the TCMHA/Beneficiary may, in its sole discretion, apply such sums, in whole or in part, to any indebtedness or obligations secured hereby.

5.2 Sales and Encumbrances Prohibited. Except as provided in the Loan Agreement or Regulatory Agreement, Borrower shall not make any sale, assignment or conveyance, or transfer in any other form, nor any further pledge, encumbrance or mortgaging, of the Property, or any part thereof or of any of its interest therein, without the prior written consent of the TCMHA/Beneficiary, which consent may be granted or withheld in the sole unfettered discretion of the TCMHA/Beneficiary, and may be conditioned upon the satisfaction of such terms and conditions as the TCMHA/Beneficiary may prescribe.

5.3 Sale or Forbearance. No sale of the Property, forbearances on the part of the TCMHA/Beneficiary or extension of the time for payment of the indebtedness hereby secured shall operate to release, discharge, waive, modify, change or affect the liability of Borrower either in whole or in part.

5.4 Late Payment. The TCMHA/Beneficiary's acceptance of late payment of any sum shall not constitute a waiver of its rights to require prompt payment when due of all other indebtedness, or to declare a default for any failure so to pay, or to proceed with foreclosure or sale for any other default then existing. The TCMHA/Beneficiary's acceptance of partial payment of any sum after default shall not cure such default or affect any notice of default unless such notice of default is expressly revoked in writing by the TCMHA/Beneficiary.

5.5 The TCMHA/Beneficiary's Rights to Release. Without affecting the liability of any person for payment of any indebtedness hereby secured (other than any person released pursuant hereto), including without limitation any one or more endorsers or guarantors, and without affecting the lien hereof upon any of the Property not released pursuant hereto, at any time and from time to time without notice: (a) the TCMHA/Beneficiary may, at its sole discretion: (i) release any person now or hereafter liable for payment of any or all such indebtedness; (ii) extend the time for or agree to alter the terms of payment of any or all of such indebtedness; and (iii) release or accept additional security for such indebtedness, or subordinate the lien or charge hereof; and Trustee, acting pursuant to the written request of the TCMHA/Beneficiary, may reconvey all or any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon, or join in any such agreement of extension or subordination.

5.6 Reconveyance. Upon written request of the TCMHA/Beneficiary stating that all sums and obligations secured hereby have been discharged, or otherwise as requested in writing by the TCMHA/Beneficiary, and upon surrender of this Deed of Trust and the Promissory Note and any additional loan notes to Trustee for cancellation, and upon payment to Trustee of its fees and expenses, Trustee shall reconvey, without warranty, the Property or that part thereof then held hereunder. The recitals in any reconveyance shall be conclusive proof of their truthfulness and the grantee in any such reconveyance may be described "as the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents, royalties, issues, accounts and profits of the Property to the person or persons legally entitled thereto unless such reconveyance expressly provides to the contrary.

5.7 Events of Default. Any one or more of the following events shall constitute a default under this Deed of Trust, subject to any notice and/or cure period provided for in the Loan Documents: (a) failure of the Borrower to pay the indebtedness secured hereby or any installment thereof, whether principal, interest or otherwise, when and as the same become due and payable, whether at maturity or by acceleration or otherwise; or (b) failure of Borrower to observe or to perform any covenant, condition or agreement to be observed or performed by Borrower pursuant to the Secured Obligations; or (c) any representation or warranty made by the Borrower proves to be intentionally false or misleading in any material respect; or (d) bankruptcy or insolvency of Borrower; or (e) the occurrence of any event which, under the terms of the Secured Obligations, shall entitle the TCMHA/Beneficiary to exercise the rights or remedies thereunder.

Notwithstanding the foregoing, Borrower shall have the right to cure any default, other than the failure to pay principal or interest under the Promissory Note, under this Deed of Trust within thirty (30) days of written notice or within any period provided by statute, whichever is longer.

Notwithstanding anything to the contrary herein, if Borrower's Tax Credit Investor limited partner offers to cure a Default by Borrower under the Loan Documents, including this Deed of Trust, the TCMHA/Beneficiary shall accept such offer.

5.8 Acceleration and Sale.

(a) Acceleration. In the event of any default as set forth in paragraph 5.7 above, the TCMHA/Beneficiary, without demand on Borrower, may declare all sums hereby secured immediately due and payable by notice thereof to Borrower or by executing and recording or by causing the Trustee to execute and record a notice of default and election to cause the Property, and any personal property secured hereby, either separately or together, to be sold to satisfy the obligations secured hereby or by the commencement of an appropriate action to foreclose this Deed of Trust or by any other appropriate manner;

(b) Sale. After delivery to Trustee of a notice of default and demand for sale and after the expiration of such time and the giving of such notice of default and sale as may then be required by law, and without demand on Borrower, Trustee shall sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States of America, payable at time of sale. Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Any person, including Borrower, Trustee or the TCMHA/Beneficiary, may purchase at such sale. Upon such sale by Trustee it shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty expressed or implied.

The recitals in such deed of any matters or facts shall be conclusive proof of their truthfulness. Upon sale by Trustee, and after deducting all costs, expenses and fees of Trustee and of this Deed of Trust, Trustee shall apply the proceeds of sale to the payment of the principal indebtedness hereby secured, whether evidenced by the Promissory Note or otherwise, or representing advances made or costs or expenses paid or incurred by the TCMHA/Beneficiary under this Deed of Trust, or the Secured Obligations or any other instrument evidencing or securing any indebtedness hereby secured and to the payment of all other sums then secured hereby, including interest as provided in this Deed of Trust, the Secured Obligations or any other such instrument, in such order as the TCMHA/Beneficiary shall direct; and then the remainder, if any, shall be paid to the person or persons legally entitled thereto.

5.9 Entry Possession and Receivership. In the event of any default hereunder that has not been cured following written notice and expiration of the applicable cure period, and irrespective of whether the TCMHA/Beneficiary accelerates the maturity of all indebtedness secured hereby or files a notice of default hereunder, the TCMHA/Beneficiary at any time, without notice of demand or regard to the adequacy of any security for the indebtedness and obligations

hereby secured, in person, or by any agent or employee, or by receiver appointed by court, may enter upon and take the possession of the Property or any part thereof and Borrower agrees to surrender such possession to the TCMHA/Beneficiary, and perform any acts, including the right to rent, lease, operate and maintain any part of all of the Property, which the TCMHA/Beneficiary deems necessary or proper to conserve the Property, and may sue for or otherwise collect and receive all rents, royalties, issues, accounts and profits thereof, including those past due as well as those accruing thereafter. Borrower hereby presently assigns to the TCMHA/Beneficiary, absolutely and regardless of possession of the Property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of all or any part of the Property, now existing or hereafter made, reserving to Borrower only the right, prior to any such default, to collect and retain such rents as they become due, but not otherwise. Borrower shall on demand execute such further assignments to the TCMHA/Beneficiary of any or all such leases, agreements, rents or monies as the TCMHA/Beneficiary may require, and deliver to the TCMHA/Beneficiary a fully executed original of any or all such leases or agreements. The TCMHA/Beneficiary, in person, or by any agent, employee or receiver, may also take possession of, and for these purposes use, any and all of Borrower's personal property contained in or on the Property and used by Borrower in the operation, rental or leasing thereof or any part thereof. The expenses (including, but not limited to, receiver's fees, attorney fees and agent's compensation) incurred by the TCMHA/Beneficiary pursuant to the power herein contained shall be secured hereby. The TCMHA/Beneficiary may bring or defend any legal action in connection with the Property, as it may deem proper, and may, from time to time, make all necessary or proper repairs, replacements and alterations to the Property, as to it may seem judicious, and may insure and reinsure the same, and may lease the Property or any part or parts thereof in such parcels and for such periods and on such terms as to it may seem fit, including leases for terms expiring after the maturity of the indebtedness hereby secured, and may terminate and lease for any cause which would entitle Borrower to terminate it. After deducting the expenses of managing and operating the same and all maintenance, repairs, replacements and alterations and all payments which may be made for taxes, assessments, liens, claims, insurance premiums, or other proper charges of the Property or any part thereof, including fair and reasonable compensation for attorneys and for agents employed by the TCMHA/Beneficiary to manage and operate the Property, the TCMHA/Beneficiary may apply any and all remaining funds to the payment of the indebtedness hereby secured in such order and proportion as the TCMHA/Beneficiary may determine. Neither application of said amounts to such indebtedness nor any other action taken by the TCMHA/Beneficiary under this subparagraph shall cure or waive any default hereunder or nullify the effect of any such notice of default or invalidate any act done pursuant to such notice or any cause of action to foreclose this Deed of Trust. The right to enter and take possession of the Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The TCMHA/Beneficiary shall be liable to account only for such rents, royalties, issues, accounts and profits actually received by it.

5.10 Attorney Fees. If Trustee or the TCMHA/Beneficiary shall be made parties to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Trustee or the TCMHA/Beneficiary under this Deed of Trust, or if the TCMHA/Beneficiary employs an attorney to collect any or all of the indebtedness hereby secured or to foreclose this Deed of Trust, or authorizes Trustee to conduct trustee's sale proceedings hereunder, then Trustee

and the TCMHA/Beneficiary shall be reimbursed by Borrower, immediately and without demand, for all reasonable costs, charges and attorney fees incurred by them or either of them in any such case whether or not suit be commenced, and the same, together with interest thereon from the date of payment at the rate of the lesser of: (a) the maximum rate permitted by law; or (b) ten percent (10%) per annum, shall be secured hereby as provided in paragraphs 4.5, 4.6, and 4.7.

5.11 Exercise of Remedies; Delay. No exercise of any right or remedy by the TCMHA/Beneficiary or Trustee hereunder shall constitute a waiver of any other right or remedy herein contained or provided by law, and no delay by the TCMHA/Beneficiary or Trustee in exercising any such right or remedy hereunder shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.12 Trustee Substitution. The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the TCMHA/Beneficiary, to be exercised at any time hereafter, without specifying any reason therefor by filing for record in the office where this Deed of Trust is recorded a deed of appointment, and said power of appointment of successor trustee or trustees may be exercised as often as and whenever the TCMHA/Beneficiary deems advisable. The exercise of said power of appointment, no matter how often, shall not be deemed an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of the predecessor in the trust hereunder, with the like effect as if originally named as trustee or as one of the trustees.

5.13 Uniform Commercial Code Security Agreement, Financing Statement and Fixture Filing.

(a) This Deed of Trust is a security agreement and financing statement under the Uniform Commercial Code for the benefit of the TCMHA/Beneficiary as secured party for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants the TCMHA/Beneficiary a security interest in said items. This Deed of Trust is filed as a fixture filing and covers goods which are or are to become fixtures. The address of the TCMHA/Beneficiary (secured party) from which information concerning the security interest may be obtained and the mailing address of Borrower (debtor) are set forth in this Deed of Trust. The types or items of collateral are described in paragraph 1 of this Deed of Trust. Borrower agrees that the TCMHA/Beneficiary may file any appropriate document in the appropriate index as a financing statement for any of the items specified above as part of the Property. In addition, Borrower agrees to execute and deliver to the TCMHA/Beneficiary, upon the TCMHA/Beneficiary's request, and further authorizes the TCMHA/Beneficiary to file, with or without Borrower's signature, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as the TCMHA/Beneficiary may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements, and releases thereof, as the TCMHA/Beneficiary may reasonably require. Without the prior written consent of the TCMHA/Beneficiary, Borrower shall

not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto, except as otherwise expressly permitted in the Loan Documents. Upon an acceleration as provided in paragraph 5.8, the TCMHA/Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at the TCMHA/Beneficiary's option, may also invoke the other remedies provided in this Deed of Trust and Loan Documents as to such items. In exercising any of said remedies, the TCMHA/Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of the TCMHA/Beneficiary's rights or remedies under the Uniform Commercial Code or of the other remedies provided in this Deed of Trust, in the Loan Documents, or by law.

Borrower agrees that the filing of any financing statement in the records normally having to do with personal property shall not be construed as anywise derogating from or impairing this Deed of Trust and the intention of the parties hereto that those portions of the Property herein declared part of the real estate are, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether any such item is physically attached to the improvements or any such item is referred to or reflected in any such financing statement so filed at any time.

(b) Similarly, the mention in any such financing statement of (i) compensation for damage to or destruction of the Property by insured casualty, or (ii) any judgment, award, or other compensation for a taking of the Property by eminent domain, or (iii) the rents, royalties, issues, accounts and profits of the Property under leases, shall never be construed as altering in any manner any of the TCMHA/Beneficiary's rights as determined by this Deed of Trust or impugning the priority of the TCMHA/Beneficiary's lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of the TCMHA/Beneficiary in the event that any court or judge shall at any time hold with respect to (i), (ii) or (iii) of this paragraph that notice of the TCMHA/Beneficiary's priority of interest to be effective against a particular class of person, including without limitation the federal government or any subdivision or entity thereof, must be filed as provided for in the Uniform Commercial Code.

5.14 Remedies Cumulative. No remedy herein contained or conferred upon the TCMHA/Beneficiary or Trustee is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the TCMHA/Beneficiary or Trustee but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

5.15 Successors, Assigns, Gender, Number. The covenants and agreements herein contained shall bind, and the benefit and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

5.16 Headings. The headings are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Deed of Trust, or of any particular provision thereof, or the proper construction thereof.

5.17 Actions on Behalf of the TCMHA/Beneficiary. Except as otherwise specifically provided herein, whenever any approval, notice, direction, consent, request or other action by the TCMHA/Beneficiary is required or permitted under this Deed of Trust, such action shall be in writing.

5.18 Terms. The words "the TCMHA/Beneficiary" means the TCMHA/Beneficiary or any future owner or holder, including pledgee, of the indebtedness secured hereby.

5.19 Obligations of Borrower. If more than one person has executed this Deed of Trust as "Borrower," the obligations of all such persons hereunder shall be joint and several.

5.20 Three Year Tax Credit Period. In the event that the TCMHA/Beneficiary were to take ownership of the Property, the TCMHA/Beneficiary shall comply with the three (3) year extended use requirement, if this Property was assisted by Federal Tax Credits and it has been determined that IRS Code Section 42(h)(6)(E)(ii) is applicable to the TCMHA/Beneficiary.

5.21 Miscellaneous Provisions.

(a) Beneficiary Statement. The TCMHA/Beneficiary shall charge a fee for furnishing the statement in accordance with California Civil Code Section 2943.

(b) Severability. If any provision of this Deed of Trust shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

(c) Indemnification. Borrower shall indemnify and hold the TCMHA/Beneficiary, its officers and agents, harmless against any and all losses, claims, demands, penalties and liabilities which the TCMHA/Beneficiary, its officers or agents may sustain or suffer by reason of anything done or omitted in good faith pursuant to or in connection with this Deed of Trust and not assert any claim against the TCMHA/Beneficiary, its officers or agents by reason of any action so taken or omitted. Borrower shall, at Borrower's expense, defend, indemnify, save and hold the TCMHA/Beneficiary, its officers and agents harmless from any and all claims, demands, losses, expenses, damages (general, punitive or otherwise), causes of action (whether legal or equitable in nature) asserted by any person, firm, corporation or other entity arising out of this Deed of Trust. Borrower shall pay the TCMHA/Beneficiary upon demand all claims, judgments, damages, losses or expenses (including reasonable legal expense) incurred by the TCMHA/Beneficiary as a result of any legal action arising out of this Deed of Trust. Notwithstanding the foregoing, the Borrower shall not be obligated to indemnify the TCMHA/Beneficiary against loss to the extent resulting from the active negligence or willful misconduct of the TCMHA/Beneficiary.

(d) Estoppel Certificate. When requested by the TCMHA/Beneficiary, from time to time, the Borrower shall execute an estoppel certificate in favor of the TCMHA/Beneficiary, which certificate shall certify as to the absence of any default by the

TCMHA/Beneficiary in the performance of its obligations hereunder or, if any such defaults exist, their existence as of the date of the certificate.

(e) Set-off. Borrower shall not, under any circumstances, fail or delay to perform (or resist the enforcement of) any of its obligations to the TCMHA/Beneficiary in connection with this Deed of Trust or any other contract, note or instrument executed by Borrower in favor of the TCMHA/Beneficiary because of any alleged offsetting claim or cause of action against the TCMHA/Beneficiary (or any indebtedness or obligation of the TCMHA/Beneficiary) which has not been confirmed in a final judgment of a court of competent jurisdiction (sustained on appeal, if any) against the TCMHA/Beneficiary. Borrower hereby waives any such rights of set-off (or offset) which it might otherwise have with respect to any such claims or causes of action against the TCMHA/Beneficiary or any such obligations or indebtedness of the TCMHA/Beneficiary, unless and until such right of set-off (or offset) is confirmed and liquidated by such final judgment. Borrower further waives any right which it might otherwise have (if any) to require a marshalling of any security of the TCMHA/Beneficiary, or to direct the order in which the TCMHA/Beneficiary pursues its rights or remedies with respect to any of its security.

5.22 Priority. This Deed of Trust, regardless of order of recordation, is junior and subordinate to the Regulatory Agreement recorded contemporaneously herewith.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the day and year set forth above. If a mailing address is set forth opposite its signature below, and not otherwise, Borrower shall be deemed to have requested that a copy of any notice of default and of any notice of sale hereunder be mailed to it at such address.

MAILING ADDRESSES FOR NOTICES:

TCMHA/Beneficiary: Tri City Mental Health Authority
1717 N. Indian Hill Boulevard, #B,
Claremont, California 91711
Attn: Toni Navarro

Borrower: West Million Housing Partners LP
17701 Cowan Avenue, Suite 200
Irvine, CA 92614

With copies to: Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Patrick D. McCalla

Wells Fargo Affordable Housing
Community Development Corporation
MAC D1053-170
301 South College Street, 17th Floor
Charlotte, NC 28288
Attention: Director of Asset Management and

Timothy J. McCann, Managing
Director

Provided, that for purposes of all statutory notice requirements under California law, notice to Borrower alone shall be sufficient.

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BORROWER:

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West Mission LLC,
a California limited liability company
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit corporation
Manager

By: _____
Name: _____
Title: _____

Exhibit A - Legal Description

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A

Legal Description

The land referred to in this Commitment is situated in the City of Pomona, County of Los Angeles, State of California, and is described as follows:

LOT 1 IN BLOCK 83 OF POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS);

TOGETHER WITH:

LOT 2, IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS);

TOGETHER WITH

LOTS 3 AND 4 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY LINE OF SAID LOT 4, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS).

EXCEPT THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM DEPTH BELOW 500 FEET OF THE SURFACE OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF AS RESERVED IN DOCUMENT RECORDED JULY 19, 1978 AS INSTRUMENT NO. 78-785563 OF OFFICIAL RECORDS;

TOGETHER WITH:

THE NORTH 63.75 FEET OF LOT 5 AND THE WEST 20 FEET OF THE NORTH 63.75 FEET OF LOT 6, IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOTS ON THE NORTH, 20.00 FEET WIDE, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WESTERLY LINE OF SAID LOT 5 AND THE EASTERLY LINE OF THE WESTERLY 20.00 FEET OF SAID LOT 6, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS);

TOGETHER WITH

EXHIBIT A
(Continued)

THAT PORTION OF LOTS 5 AND 6 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, 85 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 5, 56 1/4 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 AND 5, 85 FEET TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE 56 1/4 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE EAST 45 FEET OF LOT 6 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE NORTH, 20.00 FEET WIDE. LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WESTERLY LINE OF THE EAST 45.00 FEET OF SAID LOT AND THE EASTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THE NORTH ONE-HALF OF LOTS 7 AND 8 IN BLOCK 83 OF POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE NORTH, 20.00 FEET WIDE, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY LINE OF SAID LOT 8 AND THE WESTERLY LINE OF SAID LOT 7, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THE SOUTH HALF OF LOTS 7 AND 8 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LEGAL DESCRIPTION IS PURSUANT TO NOTICE OF LOT MERGER LM8-2019, RECORDED JANUARY 8, 2020 AS [INSTRUMENT NO. 20200026225 OF OFFICIAL RECORDS](#).

[APN: 8341-010-914](#); 8341-010-915; 8341-010-916; 8341-010-917; 8341-010-918; 8341-010-919; 8341-010-920 AND 8341-010-921 _____

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association
171 17th Street, Floor 4
Atlanta, GA 30363-1032
Attention: Dorsey Henry-Davidson
Loan No. 1019968

SUBORDINATION AGREEMENT

(Tri City Mental Health Authority)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR RIGHTS UNDER CERTAIN AGREEMENTS RELATING TO CERTAIN REAL PROPERTY BECOMING SUBJECT TO, AND OF LOWER PRIORITY THAN, THE LIEN OF A SECURITY INTEREST.

This SUBORDINATION AGREEMENT (“**Agreement**”) is made as of March [], 2021, by WEST MISSION HOUSING PARTNERS LP, a California limited partnership (“**Borrower**”), and TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority (“**Subordinate Lender**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION (together with its successors and assigns, the “**Senior Lender**”)

- A. Borrower owns certain real property described on Exhibit A, attached hereto and incorporated herein by reference (the “**Property**”).
- B. Pursuant to the Construction Loan Agreement dated as of the date hereof (the “**Senior Loan Agreement**”) by and between Senior Lender and the Borrower, the Senior Lender has agreed to make a mortgage loan (the “**Senior Loan**”) to the Borrower in the maximum aggregate principal amount of \$[] to finance, in part, the construction of a housing developments consisting of 57 units on the Property (the “**Improvements**” or the “**Project**”).
- C. To evidence the Senior Loan, Borrower is executing that certain Promissory Note Secured by Deed of Trust payable to the order of Senior Lender in the maximum principal amount of \$[] (the “**Senior Note**”), and Borrower has executed or caused to be executed and delivered to Senior Lender that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Senior Deed of Trust**”) to be recorded substantially concurrently herewith, to secure, among other things, the payments due under the Senior Note and the Senior Loan Agreement. The Senior Note, Senior Deed of Trust, the Senior Loan Agreement and all other documents executed in connection with the Senior Loan are sometimes hereinafter collectively referred to as the “**Senior Loan Documents**” provided that, from and after the Conversion (as defined below), “Senior Loan Documents” shall mean the Permanent Loan Documents.

- D. Pursuant to that certain [Forward Purchase Agreement] dated as of [_____], 2021 (the “**Forward Purchase Agreement**”) by and among Borrower, Senior Lender and [Barings ENTITY] (“**Barings**”), Senior Lender has agreed to sell and Barings has agreed to purchase, subject to the terms and conditions set forth therein, including inter alia completion of construction and lease-up of the units on the Property, a portion of the Senior Note (“**Conversion**”). In connection therewith, Senior Lender shall assign to Barings all its rights under the Senior Deed of Trust and the Senior Note and the Senior Loan Documents, and Barings shall assume the role of Senior Lender thereunder, with all rights and powers thereof, at which time at which the Senior Loan Documents shall be amended and restated in their entirety in the forms attached to the Forward Purchase Agreement. Such amended and restated loan documents are hereinafter collectively referred to as the “**Permanent Loan Documents.**”
- E. Subordinate Lender has agreed to make a loan to Borrower in the total principal amount of \$[_____] (the “**Subordinate Loan**”) pursuant to that certain Loan Agreement dated [_____], 2021 by and between Borrower (the “**Subordinate Loan Agreement**”). The Subordinate Loan is evidenced by that certain Promissory Note Secured by Deed of Trust dated as of [_____], 2021 (the “**Subordinate Note**”) made by Borrower to the order of Subordinate Lender, and secured by that certain Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing dated as of [_____], 2021 (the “**Subordinate Deed of Trust**”), made by Borrower for the benefit of Subordinate Lender, to be recorded substantially concurrently herewith in the Official Records of Los Angeles County. In connection with the Subordinate Loan, Borrower and Subordinate Lender have executed that certain Regulatory Agreement dated as of [_____], 2021 (the “**Subordinate Regulatory Agreement**”), , to be recorded substantially concurrently herewith in the Official Records of Los Angeles County. The Subordinate Regulatory Agreement, the Subordinate Loan Agreement, the Subordinate Note, the Subordinate Deed of Trust and all other documents executed in connection with the Subordinate Loan, shall be referred to herein collectively as the “**Subordinate Loan Documents.**”
- F. As a condition to Senior Lender making the Senior Loan secured by the Senior Deed of Trust, and Senior Lender performing its obligations under the Senior Loan Agreement and with respect to the Senior Note and Senior Loan, Senior Lender requires that the Senior Deed of Trust be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of Subordinate Lender secured by the Subordinate Deed of Trust, the repayment of the Subordinate Loan and Subordinate Lender’s rights under the Subordinate Loan Documents (notwithstanding any language to the contrary contained in the Subordinate Loan Documents) and, subject to the terms hereof, that Subordinate Lender specifically and unconditionally subordinates the Subordinate Deed of Trust, the repayment of the Subordinate Loan and Subordinate Lender’s rights under the Subordinate Loan Documents to the lien or charge of the Senior Deed of Trust, the repayment of the Senior Loan and the other Senior Loan Documents.
- G. Subordinate Lender and Borrower agree to the above-referenced subordination in favor of Senior Lender.

THEREFORE, for valuable consideration and to induce for valuable consideration and to induce the funding of the Senior Loan, Borrower and Subordinate Lender hereby agree for the benefit of Senior Lender as follows:

1. The Senior Deed of Trust securing the Senior Note in favor of Senior Lender, and any modifications, renewals or extensions thereof, together with Senior Lender's right to repayment of the Senior Loan and Senior Lender's rights under any other Senior Loan Documents shall unconditionally be and at all times remain a lien or charge on the Property prior and superior to the Subordinate Loan Documents, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinate Loan Documents (notwithstanding any language to the contrary contained in the Subordinate Loan Documents) subject to the terms of this Agreement.
2. This Agreement shall be the whole agreement with regard to the subordination of the Subordinate Loan Documents, the repayment of the Subordinate Loan and Subordinate Lender's rights under the Subordinate Loan Documents as such relate specifically to the lien or charge of the Senior Deed of Trust together with Senior Lender's right to repayment of the Senior Loan and Senior Lender's rights under any other Senior Loan Documents and shall supersede and cancel, but only insofar as would affect the priority of the Senior Deed of Trust, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Subordinate Loan Documents which provide for the subordination of the Subordinate Loan Documents to a deed or deeds of trust or to a mortgage or mortgages.
3. Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:
 - a. The Subordinate Loan is evidenced by the Subordinate Note and other Subordinate Loan Documents;
 - b. Subordinate Lender is not in possession of any facts which would lead it to believe that Senior Lender is an affiliate of Borrower;
 - c. The term of the Subordinate Note does not end before the stated term of the Senior Note;
 - d. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents, certified to be true, correct and complete; and
 - e. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents, certified to be true, correct and complete.
4. Subject to the provisions of Sections 2 and 6 hereof, Subordinate Lender and Borrower further declare, agree and acknowledge for the benefit of Senior Lender, that:

- a. Senior Lender, in making disbursements pursuant to the Senior Loan Agreement, is under no obligation or duty to, nor has Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- b. Subordinate Lender intentionally and unconditionally subordinates the liens and encumbrances of the Subordinate Loan Documents, if any, against the Property to the lien or charge of the Senior Deed of Trust upon the Property and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made by Senior Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination;
- c. Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Deed of Trust, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note, the refinance loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note, the holder of the refinance note and Senior Lender's successor(s)-in-interest in connection with any such refinance loan;
- d. Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever;
- e. In an Event of Default or default of Borrower under the Subordinate Loan Documents (each, a "**Subordinate Loan Default**"), Subordinate Lender shall deliver to Senior Lender a copy of any notice of default delivered to Borrower in connection therewith (each, a "**Subordinate Loan Default Notice**"), concurrently with delivery to Borrower of the same. In such event, Senior Lender has the right, but not the obligation,

to cure the noticed Subordinate Loan Default by the later of (i) expiration of any notice and cure period afforded Borrower pursuant to the Subordinate Loan Documents, or (ii) ninety (90) days after the date a copy of the notice of default is delivered to Senior Lender (the “**Senior Lender Cure Period**”). Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Subordinate Loan Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default;

f. Borrower agrees that, after it receives a Senior Loan Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys’ fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender’s prior written consent. Subordinate Lender agrees that, after it receives a Senior Loan Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys’ fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender’s prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender’s obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 4(f) shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender’s receipt of a new Senior Loan Default Notice from Senior Lender in accordance with the provisions of this Section 4(f);

g. If, after Subordinate Lender receives a Senior Loan Default Notice from Senior Lender in accordance with Section 6(a) below, Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and, unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted in kind to Senior Lender and properly endorsed to Senior Lender to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit

any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender and remitted to Senior Lender under this Section 4(g) shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Event of Default or other default under the Subordinate Loan Documents which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan;

h. Subordinate Lender shall not, without first delivering notice to and obtaining the prior written consent of Senior Lender, exercise its right, if any, to stop or otherwise delay construction of the Improvements or require the replacement of unsatisfactory work incorporated in such Improvements. If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, Subordinate Lender will not commence foreclosure proceedings with respect to the Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to, accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has delivered a Subordinate Loan Default Notice to Senior Lender and the Senior Lender Cure Period has expired; provided, however, that during the Senior Lender Cure Period, Subordinate Lender shall be entitled to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Subordinate Regulatory Agreement;

i. Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings (any of the foregoing, an "**Insolvency Proceeding**") against or with respect to Borrower, without Senior Lender's prior written consent. Subordinate Lender hereby assigns to Senior Lender any and all claims that Subordinate Lender may now or hereafter have as a secured or unsecured creditor in any Insolvency Proceeding with respect to the Subordinate Lender Loan or otherwise relating to the Borrower or Property, and authorizes Senior Lender to take or forego any and all actions deemed necessary by Senior Lender in its sole discretion with respect to any such claim or claims; and

j. To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by Senior Lender, Subordinate Lender's obligations intended to be satisfied thereby and this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any

payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

5. Subordinate Lender hereby consents to the Senior Loan, the terms and provisions of the Senior Loan Documents and the execution and delivery by Borrower to Senior Lender of the Senior Loan Documents. Subordinate Lender specifically acknowledges that subject to completion of certain improvements on the Property and the satisfaction by Borrower of certain other conditions within the time set forth in the Forward Purchase Agreement, Barings shall purchase the Senior Loan from Senior Lender. Upon such purchase, the Senior Loan Documents will be replaced with the Permanent Loan Documents and Subordinate Lender's agreement to subordinate hereunder shall extend to the Permanent Loan Documents, which shall be considered "Senior Loan Documents" for all purposes hereunder..

Subordinate Lender acknowledges that if Barings should become the owner and holder of the Senior Note, then Barings shall become the "Senior Lender" hereunder and this Agreement shall continue to inure to the benefit of Senior Lender and its successors and assigns.

6. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "**Casualty**"), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:
 - a. The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Loan Agreement with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; and
 - b. all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by the Senior Lender in its sole discretion.
7. In consideration of Subordinate Lender's covenants and agreements contained in this Agreement, Senior Lender hereby agrees for the benefit of Subordinate Lender that in the event of any default of Borrower under the Senior Loan Documents (each, a "**Senior Loan Default**"), Senior Lender shall deliver to Subordinate Lender a copy of any notice of default delivered to Borrower in connection therewith (each, a "**Senior Loan Default Notice**"), concurrently with delivery to Borrower of the same. In such event, Subordinate Lender has the right, but not the obligation, to cure the noticed default during any notice and cure period afforded Borrower pursuant to the Senior Loan Documents.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument.
9. This Subordination Agreement shall be governed by the laws of the state of California.
10. All notices, demands, approvals and other communications which are required to or may be given pursuant to this Agreement shall be in writing and shall be delivered by overnight air courier or registered or certified U.S. mail, with return receipt requested, to the appropriate party as its address as follows:

If to Subordinate

Lender: Tri City Mental Health Authority
1717 N. Indian Hill Boulevard, #B
Claremont, California 91711
Attn: Executive Director

If to Borrower: West Mission Housing Partners LP
17701 Cowan Avenue
Suite 200
Irvine, CA 92614
Attention: Michael Massie, Chief Development Officer

with a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attn: Patrick McCalla, Esq.

With a copy to:

Wells Fargo Affordable Housing Community Development
Corporation
One Wells Fargo Center
301 South College Street, 17th Floor
MAC: D1053-170
Charlotte, North Carolina 28288
Attention: Director of Tax Credit Asset Management

And a copy to:

Pillsbury Winthrop Shaw Pittman LLP
1200 17th Street, NW
Washington, D.C. 20036
Attention: Craig A. deRidder, Esq.

If to Senior Lender
(Prior to Conversion):

Wells Fargo Bank, National Association

301 S. College Street, MAC D1053-170
Charlotte, NC 28288
Attn: Manager, CLI Deal Management
Loan No. 1019968

and a copy to:

Wells Fargo Community Lending and Investment
401 B Street, Suite 1100
San Diego, CA 92101
MAC E2901-110
Attn: Paul Shipstead

And a copy to:

FisherBroyles LLP
3777 Long Beach Blvd., Suite 280
Long Beach, CA 90807
Attention: John Opgenorth

If to Senior Lender
(After Conversion): [BARINGS]

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Borrower, Subordinate Lender and Senior Lender have executed this Agreement as of the date appearing on the first page of this Agreement.

BORROWER:

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West Mission LLC,
a California limited liability company
its General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit corporation,
its Manager

By: _____
Michael Massie
Chief Development Officer

SUBORDINATE LENDER:

TRI-CITY MENTAL HEALTH AUTHORITY,
a California joint powers authority

By: _____
Antonette Navarro, Executive Director

SENIOR LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____

Name: Paul Shipstead

Title: Vice President

Address for notices:

Wells Fargo Bank, National Association
301 S. College Street, MAC D1053-170
Charlotte, NC 28288
Attn: Manager, CLI Deal Management
Loan No. 1019968

And a copy to:

Wells Fargo Bank, National Association
Community Lending and Investment
401 B Street, Suite 1100
San Diego, CA 92101
MAC E2901-110
Attn: Norma Dominguez

with a copy to:

[BARINGS]

And a copy to:

FisherBroyles LLP
3777 Long Beach Blvd., Suite 280
Long Beach, CA 90807
Attention: John Ogenorth

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, 20__, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT A

DESCRIPTION OF PROPERTY

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

[_____]

**FREE RECORDING REQUESTED
PURSUANT TO GOVERNMENT CODE
SECTION 27383**

Recording Requested By And When
Recorded Return To:

Tri City Mental Health Authority
1717 N. Indian Hill Boulevard, #B,
Claremont, California 91711
Attn: Toni Navarro

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REGULATORY AGREEMENT
(Loan made with MHSA funds)

This Regulatory Agreement (the "**Regulatory Agreement**" or the "**Agreement**"), dated as of _____, 2021 for informational purposes, is made and entered into by and between WEST MISSION HOUSING PARTNERS LP, a California limited partnership (the "**Borrower**"), whose business address is 17701 Cowan Avenue, Suite 200, Irvine, California 92614, and the TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority ("**TCMHA**"), whose administrative office is at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711.

RECITALS

A. The Borrower is the owner of the real property described in **Exhibit A** attached hereto and incorporated herein by this reference and all improvements thereon (including all future improvements, the "**Development**"), and has applied to the TCMHA for a \$2,800,000 construction loan to be made with California Mental Health Services Act funds.

B. In exchange for such loan, which will be made pursuant to the terms of a Loan Agreement between the parties hereto ("**Loan Agreement**"), the Borrower has agreed to make ten (10) housing units in the Development available to Eligible Tenants (defined below).

C. The parties hereto acknowledge that the Eligible Tenants, in addition to housing, will require supportive services which are to be provided by TCMHA pursuant to a Services Agreement between the parties dated substantially concurrently herewith, and that TCMHA shall be the lead provider of services to all tenants of the Development to the extent they qualify for TCMHA services (as provided in said Services Agreement).

D. As inducement for the TCMHA to make the Loan, the Borrower has agreed to enter into this Agreement and has consented to be and to have the Development regulated and restricted by the TCMHA as provided in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall be effective as of the date of recordation of this Agreement in the Official Records of Los Angeles County, California ("**Loan Closing Date**") and shall remain in full force and effect and shall apply to the Development until fifty-five (55) years after the completion of the project described in the Loan Agreement (for which the loan is being provided), notwithstanding any earlier repayment or forgiveness of the loan.

2. **Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

(a) "**Annual Certification Form**" is the form described in Section 6, and attached hereto as **Exhibit C**.

(b) "**Area Median Income ("AMI")**" means the median gross income as defined in Section 50093 of the California Health and Safety Code applicable to the geographic area in which the Development is located as adjusted for family size.

(c) "**Eligible Tenant**" means a person (including veterans) who is Homeless or at Risk of Homelessness (as defined below) and who has a mental illness in accordance with California Welfare & Institutions Code Section 5600.3(a) and/or California Welfare & Institutions Code Section 5600.3(b), and their family.

(d) "**Fair Housing**" means all federal, state and local laws, as applicable, relating to fair housing or prohibitions on discrimination in rental housing.

(e) "**Homeless or at Risk of Homelessness**" means living on the streets or lacking a fixed and regular night-time residence. This includes living in a shelter, motel or other temporary living situation in which the individual has no tenant rights, and living in a setting that is not typically deemed habitable, including living in a car/vehicle, an unmodified garage, or a dwelling without plumbing or electricity. "At Risk of Homelessness" may be due to one of the following situations: (a) transition age youth exiting the child welfare or juvenile justice systems; (b) discharge from crisis and transitional residential settings, a hospital, including acute psychiatric hospitals, psychiatric health facilities, skilled nursing facilities with a certified special treatment program for the mentally disordered, and mental health rehabilitation centers; (c) release from city or county jails, but not a parolee from state prison; (d) temporary placement in a residential care facility upon discharge from (b) or (c) above; (e) individuals who have been assessed and are receiving services from any governmental health department and who have been deemed to be at imminent risk of homelessness; (f) anyone paying greater than fifty percent (50%) of their income for rent.

(f) "**Primary Service Provider**" or "**Service Provider**" means TCMHA.

(g) "**Property Management Agreement**" means a contract between the Borrower and a property manager approved by TCMHA which defines the roles and responsibilities of each party for the operation of the Development and includes a property management plan. TCMHA hereby approved FPI Management as the initial property manager.

(h) "**Deed of Trust**" means that certain Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing which was executed by the Borrower, secures the Note (which comes due upon an uncured default under the Loan Agreement, including an uncured failure to comply with this Agreement). It is intended that this Agreement shall be recorded ahead of and have priority over the Deed of Trust, but the Deed of Trust and this Regulatory Agreement will be subordinate to the senior construction and permanent loan deeds of trust.

(i) "**Regulated Unit**" means the ten (10) Units which are targeted to be occupied by, and restricted by this Agreement to, an Eligible Tenant. The ten (10) Regulated Units consist of: (i) four 1-bedroom Units; (ii) three 2-bedroom Units; and (iii) three 3-bedroom Units.

(j) "**Loan**" means the loan to the Borrower made by the TCMHA pursuant to the Loan Agreement and evidenced by the Note.

(k) "**Loan Documents**" means the Loan Agreement, this Agreement, the Note, the Deed of Trust, and any other document evidencing or securing the Loan.

(l) "**Promissory Note**" or "**Note**" means that certain promissory note of the Borrower in favor of TCMHA in the face amount of Two Million Eight Hundred Thousand and No/100 Dollars (\$2,800,000.00).

(m) "**Supportive Services**" means assistance made available to tenants within the Development who may benefit from such services, to help them maintain stable housing and/or achieve improvements in health, wellness, recovery, employment, income, socialization and quality of life, as provided in the Services Agreement between TCMHA and Borrower, **which is hereby incorporated herein by reference.**

(n) "**Unit**" means a residential apartment unit, it being understood that all rental units in the Development are "Units" except for a single manager's unit which will remain occupied by an on-site manager.

3. Type of Development.

(a) The Development's Fiscal Year end is December 31.

(b) This Development has:

57 total units

10 total Regulated Units

1 manager's unit

4. Rental and Occupancy Requirements/Process. Borrower agrees and covenants that:

(a) All Regulated Units shall be occupied and targeted for occupancy by Eligible Tenants only. Waiting lists shall ensure that Eligible Tenants shall be provided equal access to non-designated Regulated Units to the extent that they qualify for occupancy of those Units. The process for selecting tenants for the Regulated Units is set forth in **Exhibit B**, and Borrower shall comply therewith.

(b) Rents paid by Eligible Tenants for the Regulated Units shall be restricted to no more than the lesser of (i) thirty percent (30%) of thirty percent (30%) of AMI, adjusted for number of bedrooms, household size, and utility allowances, or (ii) thirty percent (30%) of the Eligible Tenant's SSDI/SDI income ("*Affordable Rent*").

(c) The Borrower shall require each Unit to be subject to a rental agreement/lease in a form which may be subject to reasonable approval by the TCMHA but which will include the names of all permitted occupants in the applicable household. The Borrower shall not lease any Unit for less than thirty (30) days or for more than one (1) year. Borrower shall promptly deliver a copy of each lease for a Regulated Unit (and any amendments) to TCMHA, together with the evidence of the income of the tenant household relevant to the determination of Affordable Rent that was used by Borrower and a copy of any tenant certifications relating to income.

Each lease shall contain provisions to the effect that: (A) the Eligible Tenant household must occupy the Regulated Unit and not sublease the Regulated Unit, and (B) the Borrower and TCMHA have relied on the income certification and supporting information supplied by the tenant in determining qualification for occupancy of the Restricted Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease. TCMHA reserves the right to require additional non-financial terms or clauses that are reasonably related to such qualifications (including, but not limited to additional disclosure clauses) that the TCMHA may from time to time, in TCMHA's reasonable discretion, deem appropriate or necessary to be included in said leases.

Each lease shall also provide for the following:

(i) Evictions shall be carried out in accordance with California and, if applicable, federal law governing month-to-month tenancies and reasonable accommodation consistent with not causing undue administrative or financial burden upon the Development.

(ii) If the basis for eviction is abandonment or failure to occupy, the Borrower shall comply with California Civil Code Section 1952.3 and any other applicable laws unless the Borrower receives notification or has actual knowledge that the non-occupancy of the Regulated Unit is due to hospitalization or institutionalization (other than in state prison) of the Eligible Tenant. Under these conditions, the Borrower shall hold the Unit available for the Eligible Tenant for three (3) months, provided the rent for the Unit is fully paid as agreed to in the rental agreement.

(iii) If an Eligible Tenant abandons or fails to occupy the Regulated Unit, but non-Eligible Tenants of the household remain in the Regulated Unit and continue to pay the rent, then the remaining occupants shall be evaluated to determine whether they are Eligible Tenants, and if they are not, then::

(1) The other household members may continue to occupy the Regulated Unit at Affordable Rent provided a comparable non-Regulated Unit is available to lease and is leased to an Eligible Tenant (and in total, 10 Units remain leased to Eligible Tenants, with the required number of bedrooms).

(2) If the Development has no vacant non- Regulated Unit available, and so long as the household member(s) otherwise meets the criteria or conditions for the occupancy for the Development, the other household member(s) may continue to occupy the Regulated Unit as a Regulated Unit for the three (3)-month grace period while seeking alternative living accommodations, and Borrower shall make reasonable attempts to assist the other household member(s) in finding alternative living accommodations. If the Regulated Unit is not vacated at the end of the three (3)-month grace period, then that unit shall continue to be considered a Regulated Unit so long as the next available comparable unit is leased to an Eligible Tenant.

(3) For purposes of this section, the three (3)-month grace period shall begin on the first day of the next tenancy period following notification by the Borrower to other household member(s) that the Eligible Tenant is no longer occupying the Regulated Unit.

(d) The Borrower shall not discriminate against tenants or applicants who are recipients of federal rent subsidies pursuant to Section 8 of the United States Housing Act of 1937 (42 USC Section 1437(0) ("**Section 8**"), as amended, or any successor subsidy program. Borrower agrees to comply with terms of existing subsidies and actively seek extensions to existing project-based subsidies and other new project- and/or tenant-based subsidies.

(e) The Borrower agrees to make available any and all Regulated Units of the Development for the purposes of physical inspection by the TCMHA personnel upon prior notice and in accordance with the TCMHA's policies and procedures. Borrower shall require that its managing agent inspect each Regulated Unit at least on an annual basis.

(f) Borrower shall collect and maintain tenant security deposits in accordance with applicable laws.

5. Development Management.

(a) The Borrower shall provide for the management of the Development in a manner reasonably satisfactory to the TCMHA, shall employ a bonded and licensed management agent, develop a management plan, and use a management agreement which may be subject to review by the TCMHA. **All management agreements shall include a copy of this Agreement, which shall be incorporated therein, and made a part of the contract.** The management agreement shall be subject to termination with or without cause by the Borrower, and without penalty, upon not less than thirty (30) days prior written notice to the management agent. Any liability associated with the termination of the management contract shall be the sole obligation of the Borrower. Upon notice of termination, the Borrower agrees to make immediate alternative arrangements, reasonably satisfactory to the TCMHA, for the continued management of the Development. In the event that the Borrower shall fail to make such alternative arrangements for a substitute managing agent within a reasonable time (which in no event shall exceed sixty (60) days from the date of the sending of the termination notice), the TCMHA shall have the unilateral right to make such alternative arrangements subject to the reasonable consent of the investor limited partner, if applicable. The amount of the management agent's compensation shall be subject to approval by the TCMHA, which approval shall not be unreasonably withheld.

(b) Borrower shall begin marketing of the Development at least ninety (90) days prior to the availability of the Units for occupancy. All marketing efforts shall be consistent with applicable laws associated with nondiscrimination, and referrals from the County (or other referring entities) shall not result in a disparate impact as it relates to equal housing opportunities.

(c) Borrower shall assure that all advertising (including letterheads, brochures and media advertising) shall include a "Fair Housing" logo. To the extent federal, state and/or local accessibility laws apply, Borrower shall also include an "Accessibility" logo.

(d) Borrower shall develop and maintain a policy and procedure for the selection and rejection of applicants and a grievance and eviction policy and procedure for tenants of the Development.

(e) Borrower shall assure compliance with all applicable Fair Housing laws. Occupancy of the Development shall be open to all regardless of race, gender, gender orientation, marital status, familial status, age (except for senior citizen housing pursuant to state and federal law), color, religion, disability, source of income, national origin or ancestry. The Borrower shall require that its officers, agents, employees, management agent, contractors and subcontractors, and employees associated with the Development provide equal opportunity for employment and that they not engage in any unlawful discriminatory conduct. In addition, the Borrower agrees to conduct its own affirmative marketing and outreach programs in conformance with the TCMHA and/or County requirements, and, if applicable, federal requirements associated with any federal funding applicable to the Development. Borrower further acknowledges the Fair Housing considerations set forth in the Application or acknowledgement letter provided to the TCMHA, as applicable.

6. Supportive Services; Annual Reporting on Regulated Units.

(a) Services Agreement. Borrower shall comply with the Services Agreement between Borrower and TCMHA.

(b) Annual Self-Certification Form. Within ninety (90) days following the Development's Fiscal Year end, Borrower shall submit to the TCMHA an Annual Self-Certification Form in the form attached hereto as Exhibit C, or such other form expressly approved in writing by the Executive Director of TCMHA, which will report on all leasing activity with respect to Regulated Units, including the income of and rent charged to the Eligible Tenants occupying Regulated Units.

7. Financial Covenants. In addition to, but not by way of limitation of, all other duties of the Borrower set forth herein, the Borrower shall comply with the following:

(a) Annual Operating Budget. The Borrower shall submit to the TCMHA a proposed operating budget ("**Annual Operating Budget**") for the Development not later than sixty (60) days prior to the beginning of each Fiscal Year following completion of construction of the Development. The proposed Annual Operating Budget shall set forth the anticipated Gross Income of the Development and a detailed estimate of all Operating Expenses thereof, which shall include an itemization of such expenses. The Annual Operating Budget shall be subject to reasonable approval by the TCMHA and shall otherwise be consistent with the requirements of

this Agreement. The non-Supportive Services expenses associated with the Regulated Units shall be in proportion to the total number of Units. The TCMHA may request further delineation of expenses as it deems necessary.

(b) Annual Audit. The Borrower shall provide the following reports to the TCMHA not later than ninety (90) days following the end of each Fiscal Year following completion of construction of the Development:

(i) A complete annual financial report for the Development based upon an examination of the books and records of the Development prepared in accordance with the requirements of the TCMHA ("*Annual Audit*"). The Annual Audit shall be certified, at the Borrower's expense, by an independent certified public accountant licensed in California and reasonably acceptable to the TCMHA. ; and

(ii) Any other financial report as may be required by the TCMHA.

(c) Annual Reports. Within thirty (30) days following the end of each year following completion of construction of the Development, the Borrower shall provide the TCMHA with a complete annual financial report unless a shorter period is otherwise required by the TCMHA. The financial report must include a detailed accounting of, without limitation, all income and expenses, accounts receivable, accounts payable and disbursements received or made in the period reported.

(d) Audit Books and Records. The Borrower shall maintain the books and records of the Development in accordance with the requirements of the TCMHA. The Development and all equipment, buildings, plans, offices, apparatus, devices, books, contracts, records, documents and other papers relating thereto shall at all times be maintained in reasonable condition for proper audit and shall be subject to examination, inspection and copying at any reasonable time by the TCMHA or by its authorized representative upon not less than 72 hours' prior written notice to the Borrower.

(e) Furnishing Information. Upon the TCMHA's request, Borrower shall furnish such reports, financial statements, projections and analyses as may be reasonably required by the TCMHA, including information as requested by the TCMHA related to any construction (if applicable) and shall provide information the TCMHA requests regarding the income, expenses, assets, liabilities, contracts, operations and conditions of the Borrower and the Development. Borrower understands and agrees that the content of such reports, statements, projections, analyses and any other information may be publicly disclosed.

(f) Single Asset Entity. Unless the TCMHA agrees otherwise in writing, Borrower shall maintain its status as a single asset entity.

(g) Property Tax Exemption. Until the end of the term of this Agreement, Borrower shall take any and all actions necessary to maintain the Development's property tax exemption pursuant to California Revenue & Taxation Code Section 214.

(h) Additional Services. Additional services by the TCMHA in connection with the Loan or Development, including without limitation reviewing and approving requests for

approval of Borrower organizational changes, transfers of the Development or other ownership changes, property management changes, subsequent transactions related to refinancing, restructuring, or other changes to the Loan Documents, Development or Borrower, shall be subject to a reasonable fee payable by Borrower in an amount as determined by the TCMHA.

8. Distributions. [INTENTIONALLY OMITTED]

9. Certain Acts Prohibited and Events of Default. The Borrower shall not, without the prior written approval of the TCMHA, do any of the following. The granting of the TCMHA's approval, if required, shall be in its sole, unfettered discretion and may be conditioned upon the satisfaction of such terms and conditions as the TCMHA may prescribe.

(a) Make any sale, assignment, conveyance or transfer in any other form of the Development or any part thereof or of any of its interest therein, whether voluntarily or involuntarily, or by operation of law.

Notwithstanding the foregoing, if the Borrower has a tax credit limited partner, TCMHA consent is not required for any transfer of tax credit limited partner's interest in Borrower provided that all investor pay-ins have been made to Borrower, or if all of the investor pay-ins have not been made, then TCMHA consent is not required for any transfer of tax credit limited partner's interest in Borrower provided that the transfer is to an Affiliated Entity. For this purpose, an "Affiliated Entity" is an entity that controls, is controlled by or is under common control with Borrower's tax credit limited partner. Any such transfer shall include the assumption of all of the tax credit limited partner's rights, obligations and liabilities under the Borrower's partnership agreement. Borrower shall provide any amendments to the Borrower's partnership agreement, along with any other pertinent information related to the transfer.

(b) Make a change or a transfer of the interest of the general partner (if a limited partnership) or the managing member(s) (if a limited liability company).

(c) Make any Distribution not permitted by the terms of this Agreement or the Loan Agreement.

(d) Assign or transfer any right to manage the Development, other than the right to manage pursuant to the Property Management agreement.

(e) Materially remodel, add to, reconstruct, demolish or damage any part of the Development.

(f) Require, as a condition of the occupancy or leasing of any Unit in the Development to an Eligible Tenant, any consideration or deposit other than the prepayment of the first month's rent plus a security deposit in an amount not in excess of one (1) month's rent to guarantee the performance of the covenants of the lease.

(g) Incur any liability or obligation in connection with the Development, contingent or otherwise, other than for current Operating Expenses and for the indebtedness evidenced by the Note or the other loans for the Development contemplated by the Loan

Agreement (or refinancings of such loans), or incur any liability or obligation whatsoever that is secured in whole or in part by any interest in or lien or encumbrance on the Development.

(h) Invest any funds from the Development in any property, real, personal or mixed, other than the Development.

(i) Make a loan of any funds from the Development to any person or entity.

(j) Fail to maintain TCMHA-required insurance.

(k) Cause or permit the Development to be maintained in a condition which the TCMHA deems, in its reasonable discretion, as an impairment of its security interest, or a violation of the Borrower's obligation to maintain the Development in a safe, sanitary and decent condition.

(l) Fail to rent Regulated Units to Eligible Tenants at Affordable Rent.

(m) Be in default under the terms of any senior or junior lender's loan obligations.

(n) Fail to comply with the terms of the Loan Documents.

10. Nondiscrimination. Borrower shall not discriminate in providing equal access with respect to rental of Units within the Development in accordance with the mandates of applicable state, federal and local law. Borrower shall seek such legal advice as necessary to assure such nondiscrimination and equal access to housing.

11. Actions. The Borrower agrees to notify the TCMHA promptly in writing of any action or proceeding by or against the Development or by or against the Borrower with respect to the Development. No action or proceeding seeking the recovery of a sum in excess of Twenty-Five Thousand and No/100s Dollars (\$25,000.00) or for specific performance or other equitable relief shall be instituted by the Borrower with respect to the Development, nor shall any action or proceeding seeking the recovery from the Development, or from the Borrower with respect of the Development, of a sum in excess of Twenty-Five Thousand and No/100s Dollars (\$25,000.00) or for specific performance or other equitable relief against the Development, or against the Borrower in respect of the Development, be settled or compromised by the Borrower, without the prior approval of the TCMHA. Any such approval may be subject to such terms and conditions as the TCMHA may prescribe.

12. Assignment of Rents for Security. [INTENTIONALLY OMITTED]

13. Violation of Agreement by the Borrower. In the event of the violation of any of the provisions of this Agreement by the Borrower, which does not require immediate judicial relief due to waste or health and safety issues, the TCMHA shall give written notice thereof, by registered or certified mail, to the Borrower at the address stated in this Agreement, or to such other address as may have been designated by the Borrower in writing; and if such violation is not corrected to the satisfaction of the TCMHA within thirty (30) days after the date such notice is mailed (or within such further time as the TCMHA in its sole discretion may permit), the TCMHA may without further prior notice declare in writing a default under this Agreement effective on the date

of such declaration of default, and upon any such declaration of default, or, irrespective of any such declaration of default, upon the occurrence of a default or event of default under any of the other Loan Documents, the TCMHA may:

(a) Declare the whole of the principal amount of the indebtedness evidenced by the Note immediately due and payable and proceed with the rights and remedies provided for in the Loan Documents.

(b) Collect all rents, rental subsidies, profits, income and charges in connection with the operation of the Development and use same or the proceeds thereof, in such order as the TCMHA may determine, toward satisfaction of the Borrower's obligations under this Agreement or any of the Loan Documents, and toward payment of the necessary expenses of preserving and operating the Development.

(c) Take possession of the Development, bring any action necessary to enforce any rights of the Borrower growing out of the operation of the Development, and operate the Development in accordance with the terms of this Agreement until such time as the TCMHA, in its sole discretion, shall determine that the Borrower is again in a position to operate the Development in accordance with the terms of this Agreement and in compliance with the requirements of any of the other Loan Documents.

(d) Apply to any court, state or federal, for specific performance of this Agreement; for an injunction against any violation by the Borrower of this Agreement; for the appointment of a receiver to take over and operate the Development in accordance with the terms of this Agreement; or for such other relief as may be appropriate, it being agreed by the Borrower that the injury to the TCMHA arising from the default under any of the terms of this Agreement would be irreparable, and that it would be extremely difficult to ascertain the amount of compensation to the TCMHA which would afford adequate relief.

Notwithstanding anything to the contrary herein, if Borrower's tax credit investor limited partner offers to cure a Default by Borrower under the Loan Documents, including this Regulatory Agreement, the TCMHA shall accept such offer..

14. Interest Charges. In the event that the Borrower fails to make timely payment of any money provided for in this Agreement after written notice and expiration of a fifteen (15) day cure period, then such payment obligation shall be increased to include interest at the rate of the lesser of ten percent (10%) simple interest per annum or the maximum rate permitted by law.

15. Action by the TCMHA. Except as may be otherwise specifically provided herein, whenever any approval, notice direction, consent, request or other action by the TCMHA is required or permitted under this Agreement, such approval, notice direction, consent, request or other action shall be in writing.

16. Integration and Amendments. The Loan Documents constitute the entire agreement of the parties with respect to the matters contemplated therein and supersede all prior negotiations or agreements, written or oral.

17. Terms. The Loan Documents shall not be modified, except by written instrument executed by all parties. Any reference to the Loan Documents includes any amendments, renewals or extensions now or hereafter approved by the TCMHA in writing. Any changes in the rules or lending terms made after execution of this Agreement shall not affect Borrower's obligations as agreed to herein unless otherwise approved in writing by the all parties.

18. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability' of the remaining provisions shall not in any way be affected or impaired.

19. Binding on Successors. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns; provided, however, that except as otherwise provided in this Agreement or the Loan Agreement the Borrower may not assign this Agreement or any of its obligations hereunder, voluntarily or by operation of law, without the prior approval of the TCMHA. Except as expressly provided herein, this Agreement shall be for the exclusive benefit of the parties hereto and shall not confer any rights upon any third party. In the event the Borrower transfers title, possession or control of the Development to a third party, the Borrower covenants to require as a condition of transfer that such third party agrees to be bound by and to operate the Development in accordance with this Agreement. The TCMHA is deemed to be the beneficiary of such conditions and agreements with the right to enforce them against any such third party.

20. Recordation. This Agreement shall be acknowledged by each of the parties and recorded in the official records of Los Angeles County.

21. Election of Remedies; Events of Default. The remedies of the TCMHA hereunder and under the other Loan Documents are cumulative, and the exercise of one or more of such remedies shall not be deemed an election of remedies and shall not preclude the exercise by the TCMHA of any one or more of its other remedies.

22. Waiver by the TCMHA. No waiver by the TCMHA of any breach of or default under this Agreement shall be deemed to be a waiver of any other or subsequent breach thereof or default hereunder.

23. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

24. Compliance with Laws. The Borrower represents and warrants that at all times its acts in connection with the Development have complied with and shall continue to comply with all applicable provisions of federal, state and local laws, and all agreements with the TCMHA and any other public entities concerning the Development as amended from time to time. The Borrower represents to the TCMHA that professional advice is available to the Borrower for the purpose of enabling the Borrower to be aware of and to comply with said laws and agreements.

25. Legal Notices. Written notices by and between the parties hereto shall be addressed as follows unless and until a party hereto has, in writing, communicated a different address to the other party hereto, provided, for notices other than to Borrower, the TCMHA shall use its best

efforts, and provided further that no legal consequences shall arise by reason of the TCMHA's failure to give notice to any person other than Borrower:

Borrower: West Mission Housing Partners, LP
c/o Jamboree Housing Corporation
17701 Cowan Avenue, Suite 200
Irvine, CA 92614

TCMHA: Tri City Mental Health Authority
1717 N. Indian Hill Boulevard, #B
Claremont, California 91711
Attn: Executive Director

26. Attorney Fees, Costs. In any nonjudicial foreclosure process, or action to enforce or relating to any provision of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs and expenses. The term "costs and expenses" as used herein shall include all costs and expenses actually and reasonably incurred including but not limited to reasonable attorney fees; filing, motion, and jury fees; juror food and lodging; taping, videotaping, and transcribing depositions and travel expenses to attend depositions; service of process by a public officer, registered process server, or other means; expenses of attachment including keeper's fees; premiums on surety bonds; ordinary witness fees pursuant to Section 68093 of the California Government Code; fees of expert witnesses whether or not ordered by the court; transcripts of court proceedings whether or not ordered by the court; court reporter's fees as established by statute; investigation expenses in preparing the case for trial; postage, telephone, and photocopying charges; costs in investigation of jurors or in preparation for voir dire; models, blowups and photocopies of exhibits, and any other item that is required to be awarded to the prevailing party pursuant to statute as an incident to prevailing in the action at trial or on appeal.

27. No Conflict With Other Documents. The Borrower warrants that it has not, and shall not, execute any other agreement with provisions contradictory to the provisions hereof, and that, in any event, the requirements of this Agreement shall be paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

28. TCMHA Insurance Requirements. The Borrower shall cause insurance on the Development to be maintained in accordance with the Loan Agreement.

29. Maintenance. The Borrower shall maintain the Development in a decent, safe and sanitary condition and in a good state of repair as determined by the TCMHA in its sole discretion.

30. Indemnification. The Borrower shall indemnify, defend (with counsel reasonably acceptable to TCMHA), and hold the TCMHA, and its employees, officers, agents, and board members harmless against all claims which arise out of or in connection with the ownership or occupancy of or construction on or in connection with the Development (including, without limitation, rehabilitation) by the Borrower or the Borrower's contractors, subcontractors, agents, employees, or tenants, including claims resulting from the Borrower's failure to comply with applicable federal, state and local Fair Housing laws regarding discrimination in rental housing,

handicapped accessibility, prevailing wage (California Labor Code Section 1720 et seq.) and/or Davis Bacon (40 U.S.C. 276(a) et seq.) (as applicable), and the relocation of persons displaced by the Development. The Borrower agrees that the Borrower, and not the TCMHA, is responsible for assuring compliance with such laws. Notwithstanding anything in this Section 30 to the contrary, if judgment is entered against Borrower and TCMHA by a court of competent jurisdiction because of the concurrent active negligence of TCMHA or its related parties, Borrower and TCMHA agree that liability will be apportioned as determined by the court. This section shall survive the termination of this Agreement.

31. Environmental Covenants. The Borrower represents and warrants that to Borrower's actual knowledge, and except as indicated in the Phase I environmental report and other environmental documents submitted to the TCMHA, as of the Loan Closing Date it has no actual knowledge of any hazardous substance or environmental condition on or within two thousand (2,000) feet of the Development which may adversely impact the security of the Loan, or which may render the Development financially infeasible, or which may affect the health and safety of the occupants, the Development, or which may present an undue risk of liability to the TCMHA. The Borrower agrees to comply with all applicable laws and orders of any federal, state or local governmental agency relating to clean-up or remediation, or other response action required by applicable law or order concerning a release or threatened release of hazardous substances in or on the Development. The term "***hazardous substance***" as used in this paragraph shall mean as defined at Code of Civil Procedure Section 736(f)(3).

The Borrower shall give any and all environmental notices to tenants and/or workers (both employee and independent contractor) which may be required by applicable state or federal law. The Borrower hereby agrees to indemnify and hold the TCMHA harmless for any and all liability arising out of the presence of hazardous substances on the Development during the longer of the term of the Loan or the term of the Regulatory Agreement. Liability may be established by, among other forms of demands, a demand in the form of a judgment, a settlement, or an administrative order; and may include costs, fees, penalties, interest, reasonable attorney fees, and other costs related thereto. Whereas the purpose of this indemnity is to protect the TCMHA from harm, the rights to recover shall accrue as soon as the liability is incurred or costs are advanced. The term "any and all liability" shall include, but shall not be limited to, liability for: (a) the clean-up of hazardous substances; (b) claims for contribution or apportionment of remedies; and (c) claims for physical or other damages to persons, property, or natural resources. The duty of the Borrower to indemnify and hold the TCMHA harmless shall include the duty to defend as set forth in California Civil Code Section 2778.

32. Litigation. The Borrower represents and warrants that as of the Loan Closing Date, there are no claims, actions, suits, or proceedings pending, or to Borrower's actual knowledge threatened, against Borrower or affecting the Property or Improvements, except as disclosed to TCMHA in writing.

33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BORROWER:

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West Mission LLC,
a California limited liability company
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit corporation
Manager

By: _____
Name: _____
Title: _____

TCMHA:

TRI-CITY MENTAL HEALTH AUTHORITY,
a California joint powers authority

By: _____
Antonette Navarro, Executive Director

EXHIBITS

Exhibit A Legal Description
Exhibit B Tenant Selection Process
Exhibit C Annual Report/Certification Form

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

DRAFT

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF POMONA IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 IN BLOCK 83 OF POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

LOT 2, IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY AND WESTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH

LOTS 3 AND 4 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE SOUTH, 20.00 FEET WIDE, LYING BETWEEN THE SOUTHERLY PROLONGATIONS OF THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY LINE OF SAID LOT 4, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#)).

EXCEPT THEREFROM ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES AND ALL MINERALS, IN, UNDER, AND THAT MAY BE PRODUCED FROM DEPTH BELOW 500 FEET OF THE SURFACE OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE THEREOF AS RESERVED IN DOCUMENT RECORDED JULY 19, 1978 AS [INSTRUMENT NO. 78-785563 OF OFFICIAL RECORDS](#);

TOGETHER WITH:

THE NORTH 63.75 FEET OF LOT 5 AND THE WEST 20 FEET OF THE NORTH 63.75 FEET OF LOT 6, IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOTS ON THE NORTH, 20.00 FEET WIDE, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WESTERLY LINE OF SAID LOT 5 AND THE EASTERLY LINE OF THE WESTERLY 20.00 FEET OF SAID LOT 6, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THAT PORTION OF LOTS 5 AND 6 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE EAST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6, 85 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID LOT 5, 56 1/4 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 AND 5, 85 FEET TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH ALONG SAID WEST LINE 56 1/4 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

THE EAST 45 FEET OF LOT 6 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE NORTH, 20.00 FEET WIDE. LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE WESTERLY LINE OF THE EAST 45.00 FEET OF SAID LOT AND THE EASTERLY LINE OF SAID LOT, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THE NORTH ONE-HALF OF LOTS 7 AND 8 IN BLOCK 83 OF POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE SOUTH HALF OF THE ALLEY WAY ADJOINING SAID LOT ON THE NORTH, 20.00 FEET WIDE, LYING BETWEEN THE NORTHERLY PROLONGATIONS OF THE EASTERLY LINE OF SAID LOT 8 AND THE WESTERLY LINE OF SAID LOT 7, VACATED BY SAID CITY ON MAY 19, 1986 PER RESOLUTION NO. 86-96 (A CERTIFIED COPY THEREOF BEING RECORDED [APRIL 25, 1988 AS INSTRUMENT NO. 88-561829 OF OFFICIAL RECORDS](#));

TOGETHER WITH:

THE SOUTH HALF OF LOTS 7 AND 8 IN BLOCK 83 OF POMONA, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 3, PAGES 90 AND 91 OF MISCELLANEOUS RECORDS](#), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

SAID LEGAL DESCRIPTION IS PURSUANT TO NOTICE OF LOT MERGER LM8-2019, RECORDED JANUARY 8, 2020 AS [INSTRUMENT NO. 20200026225 OF OFFICIAL RECORDS](#).

[APN: 8341-010-914](#); 8341-010-915; 8341-010-916; 8341-010-917; 8341-010-918; 8341-010-919; 8341-010-920 AND 8341-010-921

EXHIBIT B

TENANT SELECTION PROCESS FOR REGULATED UNITS

Tenant selection for Tri City Mental Health Authority (TCMHA) housing will be consistent with the eligibility and guiding requirements of the Mental Health Services Act (MHSA) and the Coordinated Entry Systems (CES). The target populations for TCMHA units in the project are MHSA eligible Adults, older adults, Transitional Age Youth (TAY) and families with at least one member meeting MHSA eligibility. Applicants must be able to pay the rent and have income in the amount of social security level or above and be within the income restrictions of the unit.

Mental Health Services Act (MHSA)

MHSA stipulates that those eligible for MHSA funded permanent supportive housing must be homeless, at risk of homelessness, and have been diagnosed with a serious mental illness. Generally households eligible for residency must have income limited to between 30 – 50% of area median income (AMI) with rents restricted to 30% or less of household income

All eligible applicants will need to assure TCMHA staff that they: 1) are capable of living under the terms of their lease; and 2) are able to pay rent on time. TCMHA staff will certify that the applicant, or a member of their household, is a client of TCMHA or a Los Angeles County Department of Mental Health (LACDMH)-contracted service provider and has a Single Fixed Person of Responsibility (SFPR).

The purpose of the Coordinated Entry System (CES) is to identify, assess, and prioritize homeless individuals and families for housing and services based on their vulnerability and severity of need. The CES is designed to: 1) ensure that people experiencing homelessness receive the appropriate housing intervention; and 2) prioritize people who would benefit the most from supportive housing and be able to access it as quickly as possible.

Coordinated Entry System (CES) Process

During the clinic intake process, an individual that is identified as homeless will be referred to housing to identify if the client has already been entered into the Homeless Management Information System (HMIS) and have an acuity score through a completed CES Service Prioritization Decision Tool (SPDAT). If they are not already in the system with a score, they will be informed of the CES SPDAT and of the benefits of having an acuity level score that may lead to permanent supportive housing. If they are comfortable with following this process, they will be referred to an agency to take the steps for getting the SPDAT completed. The names of the client who are identified as fitting the criteria for literally homeless, will be added to a contact list. The

client's name and acuity score will be added to a CES SPDAT housing prioritization list. In the event that the client is hesitant/resistant/inaccessible to follow up with the CES SPDAT, his/her clinical support will be contacted for assistance with setting up a meeting.

A prioritization list of eligible referrals will be maintained at all times by TCMHA. Knowing that their status can change over time, TCMHA staff will use HMIS, treatment team, e-mails, phone calls, postal services, and field visits to update the CES priority referral list on a quarterly basis. The client will be asked about their continued eligibility and interest in housing. Vacancy notifications will be sent to applicants in order of the CES prioritization list and applicants will be given up to two weeks to respond to the invitation for a housing unit.

Applicants shall be removed from the CES prioritization list if: 1) they ask to be removed; 2) they fail to respond to requests for information or confirmation of ongoing interest, three times; or 3) TCMHA housing staff and supportive services staff, after reasonable effort, can no longer locate the applicant.

Once the applicant has been identified as the first person or household on the CES prioritization list and meets the targeting restrictions of the unit, the applicant will be referred to the property's management to complete a full application. This application will be processed in a supportive and open process. The property management's application process will consist of income verification, credit check, criminal background check to screen for prior criminal and or violent behaviors, verifying accuracy of information reported on the application form, checking with former landlords, and meeting with the applicant and any supportive services staff that the applicant may wish to have with them during the process. If there are concerns about the applicant's history, there will be a conversation about requesting a reasonable accommodation on the part of the project or support from the applicant's service provider(s). TCMHA's housing staff will work with TCMHA's supportive services staff as required to ensure timely processing of the application review.

Upon review of the application, property management will notify the applicant, in writing, that they have been accepted or their application has not been accepted while stating the reasons. In the case of the second outcome, the applicant will be offered the opportunity to discuss the letter with property management and/or appeal the decisions.

Tri City Mental Health Authority is an active CES partner for LA County. TCMHA Housing Supervisor, Rosemary Perich will oversee this process. She can be contacted at rperich@tricitymhs.org and by phone at (909) 326-46345. A prioritization list of eligible referrals will be maintained at all times by TCMHA. Knowing that their status can change over time, TCMHA staff will use HMIS, treatment team, e-mails, phone calls, postal services, and field visits to update the CES priority referral list on a quarterly basis. The client will be asked about their continued eligibility and interest in housing. Vacancy notifications will be sent to applicants in order of the CES prioritization list and applicants will be given up to two weeks to respond to the invitation for a housing unit.

Appeal Process

Prospective tenants or their Case Manager may request an appeal form from property management or supportive services staff. The site's Residential Services Coordinator and/or the applicant's Case Manager may assist the prospective tenant, if needed, through the appeal process.

If the applicant has a physical or mental disability, and as a result of this disability there are reasonable accommodations that should be considered in the appeal process, TCMHA staff will assist applicant with including a reasonable accommodation request to the appeal letter. The request would describe the reasonable accommodation(s) needed and why they should be considered.

If a prospective tenant applied for a project housing unit and is rejected, they also have a right to a hearing. If requested by the applicant, support services staff may be present at the hearing.

EXHIBIT C

ANNUAL REPORT/CERTIFICATION FORM

(Attached.)

SUPPORTIVE SERVICES AGREEMENT

This SUPPORTIVE SERVICES AGREEMENT (“Agreement”) is dated _____, 2021 and is entered into by and between TRI-CITY MENTAL HEALTH AUTHORITY, a California joint powers authority (“TCMHA”) organized under the laws of the State of California with its administrative office at 1717 N. Indian Hill Boulevard, #B, Claremont, California 91711, and WEST MISSION HOUSING PARTNERS LP, a California limited partnership (“Owner”) with its principal place of business at 17701 Cowan Avenue, Suite 200, Irvine, CA 92614.

RECITALS

A. TCMHA is a joint powers authority established through a Joint Powers Authority Agreement between the Cities of Pomona, Claremont and La Verne, pursuant to the provisions of the Joint Exercise of Powers Act, and the provisions of the Bronzan-McCorquodale Act/Short-Doyle Act, Part 2, Section 5600, et seq., of the Welfare and Institutions Code of the State of California.

B. Owner is the recipient of construction loan funds for the construction by Owner of the project described in that certain Loan Agreement between TCMHA as lender and Owner as borrower dated _____, 2021 (the “Loan Agreement”). The loan funds from TCMHA are Community Services and Supports Plan (CSS) Mental Health Services Act (MHSA) funds.

C. The project consists of the development of fifty-seven (57) rental housing units for individuals and families, ten (10) of which are restricted by a Regulatory Agreement with TCMHA recorded against the project to individuals and their families who are homeless or at risk of homelessness and who have a diagnosed severe mental illness, and the others of which may be restricted by similar recorded agreements.

D. The Loan Agreement requires as a condition to the loan by TCMHA to Owner for the project, that Owner and TCMHA enter into this Agreement whereby TCMHA agrees to provide, and Owner agrees to accept, the supportive services described herein for the residents of the ten (10) restricted units, and residents of any other units in the project who qualify for TCMHA services, for fifty-five (55) years after the project has been completed.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

1. Scope of Services. TCMHA hereby agrees to, and Owner agrees to accept, that TCMHA will be the lead service provider for the project for individuals and families who are homeless or at risk of homelessness and who have been or have a member who has been and is diagnosed with a severe mental illness, and will provide and perform the following services:

TCMHA’s Comprehensive Housing Master Plan outlines TCMHA’s strategy for bringing permanent supportive housing to those Pomona, Claremont and La Verne residents who are homeless or at risk of homelessness and are suffering from one or more mental health conditions.

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The main goal of the Supportive Services portion of the Housing Master Plan is to help clients retain long term housing.

Potential tenants will be identified for participation based upon referrals from persons accessing our Walk-In/Inquiry services, the Community Navigators, NAMI, other community partners. Persons may be seeking outpatient or the more intensive Full-Service Partnership services or accessing the support and programs offered at the TCMHA Wellness Center. The purpose of the MHSA Housing Program was to address housing first which means that while persons applying for tenancy must meet the criteria to be enrolled in our mental health services including having one or more mental health diagnoses and experiencing some functional impairment in their lives, they are not required to actively participate in any of the supportive services offered. Finally, in keeping with TCMHA's vision to build a system of care, permanent supportive housing will also be available to persons receiving mental health services from agency partners in our local area.

TCMHA's goal for its permanent supportive housing residents is not only to provide stability within a secure, safe living environment, but also to assist residents and their family members to complete and/or obtain higher education, develop and/or increase employment skills, and/or to reconnect with family and loved ones. For those who are able, these latter goals provide the necessary foundation for clients and their families to eventually move on from the permanent support housing site into more long-term and independent living situations, thereby creating opportunities for others in need to move-in and benefit from these intensive supports.

TCMHA approaches permanent support housing from the "housing first" perspective which means that while persons applying for tenancy must meet the criteria to be enrolled in our mental health services including having one or more mental health diagnoses and experiencing some functional impairment in their lives, they are not required to be working a recovery program nor to actively participate in any of the supportive services offered. Further, TCMHA's permanent supportive housing framework is founded upon the principles of the Recovery Model, and specifies that housing options and supportive services must be flexible enough to accommodate an individualized approach that aimed to eliminate those barriers that historically sabotage the maintenance of stable housing for persons challenged by living with a mental illness and their families.

The barriers to long-term stable housing include lack of access to appropriate mental health treatment, substance abuse/addiction, complex and untreated medical issues, incomplete education, deficient vocational skills and/or job experience, and lack of a positive social support network. Given the wide range of barriers to be addressed, TCMHA actively engages and collaborates with a variety of community partners in order to meet all of the needs of those clients placed in permanent supportive housing. Such partners include the primary care community, the substance abuse treatment community within its three cities, local schools/colleges/technical training programs, local businesses, and local landlords and property management companies, as well as other locally operating social service providers.

TCMHA will address these barriers through an array of supportive services offered through its: Full-Service Partnership program; Field-Capable Services for Older Adults program; adult services outpatient clinic, the child/family services outpatient clinic, and the Wellness Center. Services that TCMHA will directly provide are clinical assessment, individual, group and family therapy, rehabilitation services/skills building, co-occurring disorders treatment services, case management, medication support, informal support groups, socialization activities, employment

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services, benefit services and housing assistance. The services provided to those residing in TCMHA permanent supportive housing will be offered on-site as well as off-site. Contacts may be one-to-one, in conjunction with significant others in the resident's life, or group learning situations. While the exact nature of the service to be provided and the frequency with which services will be provided will be determined by the individual needs of each resident, contact will occur at least once a week. Recognizing that some residents may be slow to trust and accept services aside from housing, one-to-one engagement may simply begin with the use of a telephone call or providing transportation.

Finally, all manner of services available and provided to residents residing in TCMHA's permanent supportive housing units will also be made available to the other residents within the housing complex.

2. Consideration/Compensation/Costs. TCMHA will seek no compensation for its services nor ask for Owner to put forth any expenses for these services.

3. Regulatory Agreement; Property Maintenance and Operation by Owner. Owner shall comply with the terms of the Regulatory Agreement between TCMHA and Owner recorded against the project, which may include terms relating to maintenance and operation.

4. Owner Compliance with MHSA Requirements. Owner shall comply with all applicable laws, and with all MHSA guidelines, loan documents, regulations, policies, and requirements, in the development, ownership and operation of the project.

5. Term. This Agreement shall continue in full force and effect until the date that is fifty-five (55) years after the completion of the project. In no event may Owner terminate this Agreement without repaying the loaned funds (with interest).

6. Default; Remedies. In the event TCMHA fails to comply with any of the terms or provisions of this Agreement, the Owner shall notify TCMHA in writing of such default and specifies the actions that TCMHA must take in order to cure the default. TCMHA shall not be in default if TCMHA: (a) cures the default within thirty (30) days after delivery of the notice; or (b) if the cure reasonably requires more than thirty (30) days after delivery of the notice, commences to cure the default within the 30 days and thereafter diligently prosecutes the cure to completion. Except for termination upon repayment of the loan funds (with interest), Owner reserves all of its rights and remedies in law and equity for any uncured breach of this Agreement by TCMHA.

7. Records. All reports, data, maps, models, charts, studies, surveys, calculations, photographs, memoranda, plans, studies, specifications, records, files, including all working papers, personnel, property, and financial records or any other documents or materials, in electronic or any other form, that are prepared or obtained pursuant to this Agreement, and that relate to the matters covered hereunder, shall be and remain the property of the Owner. However, Owner will be responsible for maintaining such records, and Owner hereby agrees to make them available to TCMHA, or any authorized representative, for inspection.

8. Independent Contractor. TCMHA is, and shall at all times remain to the Owner, a wholly independent contractor. Neither the Owner nor its officers, employees, or agents shall have control over the conduct of TCMHA or its officers, employees, or agents except as

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expressly set forth in this Agreement. TCMHA shall not at any time or in any manner represent that it or any of its officers, employees or agents are agents of the Owner.

9. Assignment. TCMHA shall not assign this Agreement nor any part thereof without the prior written consent of the Owner.

10. Indemnification. Each Party shall indemnify, defend and hold harmless the other Party, their elected and appointed officers, employees, representatives, volunteers, and contractors who serve as officers, officials, or staff, from and against any and all liability, including but not limited to demands, claims, actions, suits, accidents, injuries, fees, costs, expenses, liability, and/or proceedings (including attorney and expert witness fees), arising from or connected with each Party's respective acts and/or omissions arising from and/or relating to this Supportive Services Agreement.

11. Waiver of Subrogation for Insurance. Each party, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the other, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of it regardless of any prior, concurrent, or subsequent non-active negligence, to the extent they are covered by insurance.

12. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given in writing and shall be delivered by certified mail or by reputable overnight delivery service (such as Federal Express). Notices shall be deemed received on (a) one day after delivery to an overnight courier for next day service during regular business hours; or (b) if sent by certified mail, then on the date of delivery or attempted delivery shown on the return receipt, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties are the following addresses:

TCMHA: Tri-City Mental Health Authority
1717 N. Indian Hill Blvd, Suite B
Claremont, CA 91711
Attn: Ms. Antonette Navarro, LMFT

With a copy to: Darold Pieper, Esq.
7049 Heron Circle
Carlsbad, CA 92011-3975

Owner: West Mission Housing Partners LP
17701 Cowan Avenue, Suite 200
Irvine, CA 92614

13. Entire Agreement; Severability; Time of Essence; Venue. This Agreement, together with all documents referenced and incorporated herein, contains the entire

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understanding between the Owner and TCMHA. Any prior agreements, premises, negotiations or representations not expressly set forth herein are of no force or effect. If any term, condition or covenant of this Agreement is found invalid by a court of law, the remaining provisions of this Agreement shall be valid and binding. Time is of the essence in the performance of each and every term of this Agreement. Venue for any legal action between the parties shall be the Superior Court of Los Angeles County.

14. Attorneys' Fees. If litigation is required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorneys' fees.

15. Governing Law. This Agreement shall be interpreted and construed according to the laws of the State of California.

16. Authority of Executive Directors. The Executive Director of TCMHA shall have the authority to give consents, approvals and waivers and to modify this Agreement on behalf of TCMHA provided they are in writing.

17. Counterparts; Delivery by Email. This Agreement may be executed in counterparts, each of which and all of which together shall constitute one and the same agreement. Executed counterparts may be delivered by email/PDF to TCMHA, to anavarro@tricitymhs.org.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written and each of the undersigned are authorized to execute this Agreement.

OWNER:

WEST MISSION HOUSING PARTNERS LP,
a California limited partnership

By: JHC-West Mission LLC,
a California limited liability company
Managing General Partner

By: Jamboree Housing Corporation,
a California nonprofit public benefit
corporation, Manager

By: _____
Name: _____
Title: _____

TCMHA:

TRI-CITY MENTAL HEALTH
AUTHORITY,
a California joint powers authority

By: _____
Antonette Navarro, Executive Director

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**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: March 17, 2021
TO: Mental Health Commission of Tri-City Mental Health Authority
FROM: Toni Navarro, LMFT, Executive Director
SUBJECT: Executive Director's Monthly Report

BRAND PURPOSE + TRI-CITY COMMUNITY ASSESSMENT/FEEDBACK AND ORGANIZATIONAL REFLECTION PROJECT UPDATE

All Governing Board, Commission, and staff members received an email from the Executive Director in the past week with an invitation to participate in the next phase of Tri-City's community assessment/organizational review in partnership with Brand Purpose, LLC. The email contains a link that leads to an exclusive webpage for Tri-City Commissioners and Governing Board members and another for staff which presents a short video, a quick survey, and invitation to sign up for a focus group with Brand Purpose representatives.

In early February, Brand Purpose completed the project's "Phase I" which was a 2.5 day conference that included conversation among 30+ community partners reflecting on mental health, the three cities communities, and the role of Tri-City. Brand Purpose is currently finalizing their report out of the event which will be shared with Tri-City's Executive Team and its governance at a subsequent Board Meeting.

HUMAN RESOURCES UPDATE

Staffing – Month Ending February 2021:

Total Staff is 189 full-time and 22 part-time plus 22 full time vacancies for a total of 222 positions.

There were 2 new hires in February.

There were 4 separations in February.

Workforce Demographics February 2021:

American Indian or Alaska Native =	0.48%
Asian =	7.62%
Black or African American =	8.57%
Hispanic or Latino =	56.19%
Native Hawaiian or Other Pacific Islander =	0.48%
Other =	10.00%

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Monthly Staff Report of Toni Navarro
March 17, 2021
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2 or more races = 0.48%
White or Caucasian = 16.19%

Posted Positions in February 2021:

Chief Information Officer	(1 FTE) <i>1 hire pending</i>
Clinical Supervisor I School Partnership	(1 FTE)
Clinical Supervisor I COP	(1 FTE)
Clinical Therapist I/II Adult FSP Bilingual & Non	(4 FTEs) <i>1 hire pending</i>
Clinical Therapist I AOP Bilingual & Non-Bilingual	(3 FTE) <i>1 hire pending</i>
Clinical Therapist I/II COP	(1 FTE)
Clinical Therapist I/II COP School Partner. Bilingual	(1 FTE)
Housing Wellness Advocate	(.5 FTE)
Information Technology Specialist I	(1 FTE)
Mental Health Specialist Adult FSP Bilingual & Non	(2 FTEs) <i>1 hire pending</i>
Mental Health Worker Adult FSP	(1 FTE)
Mental Health Specialist COP	(1 FTE) <i>1 hire pending</i>
Psychiatric Technician I/II/III – Adult FSP	(1 FTE)
Wellness Advocate I	(1 FTE)

Total Classification & Compensation Study Update:

Last year Human Resources (HR) began working with a HR consultant firm, Koff and Associates, to conduct a total classification and compensation study on all of our classifications. In Summer 2020, all staff completed Position Description Questionnaires (PDQs) to assist the consultants in studying each classification. In October 2020, Koff and Associates conducted, and 1-2 staff from each classification participated in, interviews to further explore the work that our classifications perform.

Last week, Koff and Associates met with our Executive Team to present them with a draft classification plan of their findings. At that meeting, Koff provided feedback on our classifications and was able to ask clarifying questions about our organization, its structure and the uniqueness of some of the work that our classifications perform.

Currently, Koff has taken the feedback from the Executives and is finalizing a classification plan as well as job descriptions for our classifications. The next steps would be to present those job descriptions to our Managers and Supervisors for review and then eventually to incumbents.

Our HR Department continues to work with Koff and Associates as we transition through the next phase of this classification and compensation study.

INFORMATION TECHNOLOGY (IT) UPDATE

After a lengthy and comprehensive search, Tri-City has found hired a permanent Chief Information Officer. Ken Riomales will join the organization on April 5th, 2021. Ken has over 20 years experience working directly in the field of Health IT, including 10+ years experience in electronic health record project management and implementation. Ken also has expertise in interoperability (see Chief Compliance Officer's report this month for relevancy for our agency), HIPAA compliance, IT security and is also LEAN certified. LEAN is a leadership and project management philosophy emphasizing reduction of waste, improving efficiency, building better teams and maximizing the "whole" of an organization.

HOUSING DIVISION UPDATE

Throughout this past year, we have seen how the pandemic has affected households with illnesses and loss of income. There have been different protections and programs in place to help those affected. As the COVID-19 vaccine rollout is under way and we get closer to seeing more businesses open and allow more people to return to work, California is looking to provide more comprehensive assistance to households at risk of becoming homeless due to non-payment of rent.

On January 31, 2021, Governor Newsom signed SB 91 which outlines the rules for how California uses the \$25 billion emergency rental assistance funding gained through the stimulus bill passed by Congress on December, 27, 2020. SB 91 also extends the tenant eviction protections through June 30, 2021.

This new rental assistance is going to be extended for both tenants and landlords to apply for unpaid rent from April 1, 2020 through March 31, 2021. The state will be offering landlords up to 80% of the back-rent owed provided they agree to forgive the remaining 20%. Funding will also be available for households to catch up with unpaid utilities for up to a year. The application process and agencies assisting with the applications have not been announced yet, but are expected to be shared by mid-March.

The team at Tri-City who assisted the City of Pomona with their Rent Relief program has received calls or referrals for 135 households in the northeast quadrant of Pomona. The City of Pomona's program was limited by only being able to assist households under 30% area median income as well as only being able to help with funding for unpaid rent for the months of September 1, 2020 through January 31, 2021. Of the 135 households, 26 did not qualify from the beginning, and 50 stopped moving forward with process for various reasons. Our team provided any resources that could help all of those households. We look forward to being able to share the information regarding the California rental assistance with any household that did not qualify or get to apply.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Diana Acosta, CPA, Chief Financial Officer

SUBJECT: Monthly Finance Report

**UNAUDITED FINANCIAL STATEMENTS FOR THE SEVEN MONTHS ENDED
JANUARY 31, 2021 (2021 FISCAL YEAR-TO-DATE):**

The financials presented herein are the PRELIMINARY and unaudited financial statements for the seven months ended January 31, 2021. These financial statements include the activities from the clinical outpatient operations as well as activities from the implemented MHSA programs under the CSS, PEI, INN, WET and CFTN plans.

The increase in net position (income) is approximately \$5.6 million. MHSA operations accounted for approximately \$5.3 million of the increase which is primarily the result of recognizing MHSA revenues on hand at the beginning of the fiscal year. MHSA non-operating revenues are reflected when MHSA funds have been received and are eligible to be spent.

During fiscal 2020, Tri-City received MHSA funding of approximately \$10.2 million, of which \$6.6 million were for approved programs for fiscal 2020-21 MHSA operations and was reflected as MHSA Revenue Restricted for Future Period on the Statement of Net Position (balance sheet) at June 30, 2020. These restricted MHSA revenues have now been recorded as non-operating revenues in fiscal 2020-21. In addition, during fiscal 2020-21 approximately \$9.2 million in MHSA funding has been received of which \$6.2 million was identified and approved for use in the current fiscal year 2020-21 and recorded as non-operating revenues, bringing the total MHSA non-operating revenues recognized to date up to approximately \$12.8 million. Unlike the requirement to reflect all available and **approved** MHSA funding when received as non-operating revenues, MHSA operating costs are reflected when incurred. Therefore, the matching of revenue to expense is not consistent as the timing of expenditures will lag behind the timing of revenue recognition.

The remaining increase in net position of approximately \$256 thousand is from Clinic outpatient operations, which is the result of operations for the seven months ended January 31, 2021.

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The total cash balance at January 31, 2021 was approximately \$34.3 million which represents an increase of approximately \$3.1 million from the June 30, 2020 balance of approximately \$31.1 million.

Outpatient Clinic operations, after excluding any intercompany receipts or costs resulting from MHSA operations, had a decrease in cash of approximately \$562 thousand. MHSA operations reflected an increase in cash of approximately \$2.6 million, after excluding intercompany receipts or costs resulting from clinic operations. The increase reflects the receipt of approximately \$9.2 million in MHSA funds offset by the use of cash for MHSA operating activities. MHSA dollars (which are derived through the receipts of 1% of millionaire's income taxes) were delayed as a direct result of extending tax return deadlines and as such all behavioral health agencies experienced a reduction in cash receipts in the last few months of the previous fiscal year. As the tax filing deadline has now passed, Tri-City received \$4.5 million in the August distribution (based on July's tax remittances) of MHSA funds, thus resulting in an overall increase in cash in MHSA.

Approximately \$6.6 million in Medi-Cal cash receipts have been collected for both Outpatient Clinic Operations and MHSA Operations within the seven months ended January 31, 2021. Additionally, approximately \$787 thousand has been received through March 10, 2021. Of the total amounts received in the current fiscal year, approximately \$1.6 million is related to interim cost report settlements covering fiscal years 2013-14, 2015-16 and 2016-17.

UPCOMING, CURRENT EVENTS & UPDATES

Overall Financial Update:

We are continuing to closely monitor for any new developments and updated revenue projections from CBHDA. As highlighted previously, the current revenue projections by CBHDA estimate that some revenues (such as MHSA revenues) will increase in fiscal year 2020-21 as a result of delays in tax returns, however these same revenues are expected to decrease in the following years (through FY 2022/23). As such, planning appropriately to ensure we meet the needs of our community, and having the ability to make changes as we go will be necessary in the upcoming years, especially if projections wind up being significantly different than currently projected.

FY 2020-21 Bankruptcy Payments

The total bankruptcy liability balance as of the date of this report is currently \$331,064. On September 21, 2020 a distribution of \$325,000 was made and distributed to CA DHCS and LAC DMH in the amounts of \$128,161 and \$196,839, respectively. Along with the distributions, management included confirmation letters to both parties asking that the

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final pay off amounts be confirmed as management expects to make the final bankruptcy distributions at the earliest possible date.

MHSA Funding Updates

Estimated Current Cash Position – The following table represents a brief summary of the estimated current MHSA cash position as of the seven months ended January 31, 2021 which includes estimates to project the ending cash balance at June 30, 2021.

	MHSA
Cash at January 31, 2021	\$ 26,243,659
Receivables net of Reserve for Cost Report Settlements	(473,874)
Prudent Reserves	(2,200,000) *
Estimated Remaining Expenses for Operations FY 2020-21	(4,951,463) **
Reserved for future CFTN Projects including TCG	(1,247,389)
Reserved for Future Housing Projects	<u>(2,800,000) ****</u>
Total Estimated Adjustments to Cash	(11,672,726)
Estimated Available at June 30, 2021	<u>\$ 14,570,933</u>
Remaining estimated funds to be received in FY 2020-21	\$ 2,122,146 **

* Per the recently approved SB 192, Prudent Reserves are now required to be maintained at an amount that does not exceed 33% of the average Community Services and Support (CSS) revenue received for the fund, in the preceding 5 years.

** Estimated based on adopted operating budget for Fiscal Year 2020-21, actual and estimated amounts to year end (06/30/2021).

****In addition to the \$1.2 Million, an additional \$1.6 Million was designated for housing, as approved at the May 15, 2019 Governing Board Meeting.

MHSA Reversion

Each remittance of MHSA funds received by Tri-City is required to be allocated among three of the five MHSA Plans, CSS, PEI and INN. The first 5% of each remittance is required to be allocated to INN and the remaining amount is split 80% to CSS and 20% to PEI. While the WET and the CapTech plans have longer time frames in which to spend funds (made up of one-time transfers into these two plans), the CSS, PEI and INN plans have three years.

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Amounts received within the CSS and PEI programs must be expended within three years of receipt. INN amounts must be programmed in a plan that is approved by the Mental Health Services Oversight and Accountability Commission (MHSOAC) within three years of receipt, and spent within the life of the approved program. Upon approval by the MHSOAC, INN amounts have to be expended within the life of said program. For example, a program approved for a five-year period will have the full five years associated with the program to expend the funds.

To demonstrate the three-year monitoring of CSS, PEI and INN dollars, the following table represents the funds as of a date in time, June 30, 2020, and the year in which they were received.

Remaining Funds as of June 30, 2020 (Per Audited Financial Statements)				
	CSS	PEI	INN	Total
2016-17	13,009,920	1,833,229	1,867,814	16,710,963
2017-18			819,183	819,183
2018-19	5,535,602		556,900	6,092,502
2019-20	7,474,318	1,833,229	491,731	9,799,278
Total at 6/30/20	13,009,920	1,833,229	1,867,814	16,710,963
Estimated FY 2020-21 Expenditures per MHSA Plan				
	CSS	PEI	INN	
	10,712,194	2,217,534	316,438	

- The 2018-19 CSS remaining dollars, in the amount of \$5,535,602, are required to be spent by June 30, 2021 to avoid being subject to reversion. As demonstrated in the table above, anticipated expenditures in the CSS plan in fiscal year 2020-21 are designed to mitigate the risk of reversion.
- The 2019-20 CSS remaining dollars, in the amount of \$1,833,229, are required to be spent by June 30, 2022 to avoid being subject to reversion. As demonstrated in the table above, anticipated expenditures in the PEI plan in fiscal year 2020-21 are designed to mitigate the risk of reversion.
- The 2017-18 INN remaining dollars as well as approximately 50% of the 2018-19 dollars are all part of the MHSOAC approved Help@Hand Program (formerly Tech Suite) which is expected to be completed December 2023, and as such these amounts are not at risk of reversion. The remaining 2018-19 amounts that are not associated with the Help@Hand program are required to be in an MHSOAC approved program by June 30, 2021 in order to avoid being subject to reversion. Additionally, the 2019-20 amounts are required to be in an MHSOAC approved program by June 30, 2022. Work groups and stakeholder

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meetings are currently underway to develop a plan to be presented to the MHSOAC for approval by the end of the fiscal year.

Attachments

Attachment 5-A: January 31, 2021 Unaudited Financial Statements

**TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF NET POSITION**

	AT JANUARY 31, 2021			AT JUNE 30, 2020		
	TCMH	MHSA	Consolidated	TCMH	MHSA	Consolidated
	Unaudited	Unaudited	Unaudited	Audited	Audited	Audited
Current Assets						
Cash	\$ 8,007,741	\$ 26,243,659	\$ 34,251,401	\$ 7,395,355	\$ 23,736,461	\$ 31,131,816
Accounts receivable, net of reserve for uncollectible accounts \$446,140 at January 31, 2021 and \$543,736 at June 30, 2020	3,505,090	2,132,281	5,637,371	4,191,840	2,588,279	6,780,119
Total Current Assets	<u>11,512,832</u>	<u>28,375,940</u>	<u>39,888,772</u>	<u>11,587,195</u>	<u>26,324,740</u>	<u>37,911,935</u>
Property and Equipment						
Land, building, furniture and equipment	3,814,696	9,513,575	13,328,271	3,699,755	9,384,214	13,083,969
Accumulated depreciation	(2,459,851)	(3,677,826)	(6,137,678)	(2,403,631)	(3,434,225)	(5,837,856)
Total Property and Equipment	<u>1,354,844</u>	<u>5,835,749</u>	<u>7,190,593</u>	<u>1,296,123</u>	<u>5,949,989</u>	<u>7,246,112</u>
Other Assets						
Deposits and prepaid assets	185,262	605,030	790,292	70,955	491,199	562,154
Total Noncurrent Assets	<u>1,540,106</u>	<u>6,440,779</u>	<u>7,980,885</u>	<u>1,367,079</u>	<u>6,441,188</u>	<u>7,808,267</u>
Total Assests	<u>\$ 13,052,938</u>	<u>\$ 34,816,719</u>	<u>\$ 47,869,657</u>	<u>\$ 12,954,274</u>	<u>\$ 32,765,928</u>	<u>\$ 45,720,202</u>
Deferred Outflows of Resources						
Deferred outflows related to the net pension liability	2,776,741	-	2,776,741	2,776,741	-	2,776,741
Total Deferred Outflows of Resources	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>	<u>2,776,741</u>	<u>-</u>	<u>2,776,741</u>
Total Assets and Deferred Outflows of Resouces	<u>\$ 15,829,679</u>	<u>\$ 34,816,719</u>	<u>\$ 50,646,398</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>
LIABILITIES						
Current Liabilities						
Accounts payable	472,076	-	472,076	235,067	188,826	423,893
Accrued payroll liabilities	115,460	193,625	309,085	561,169	80,419	641,589
Accrued vacation and sick leave	635,487	1,034,981	1,670,469	604,179	865,609	1,469,787
Reserve for Medi-Cal settlements	3,253,871	2,606,155	5,860,025	2,942,066	2,366,312	5,308,378
Current portion of mortgage debt	30,688	-	30,688	30,688	-	30,688
Total Current Liabilities	<u>4,507,581</u>	<u>3,834,761</u>	<u>8,342,343</u>	<u>4,373,168</u>	<u>3,501,166</u>	<u>7,874,334</u>
Intercompany Acct-MHSA & TCMH	<u>421,337</u>	<u>(421,337)</u>	<u>-</u>	<u>370,961</u>	<u>(370,961)</u>	<u>-</u>
Long-Term Liabilities						
Mortgages and home loan	754,085	88,309	842,394	771,683	88,309	859,992
Net pension liability	5,462,528	-	5,462,528	5,462,528	-	5,462,528
Unearned MHSA revenue	-	3,336,024	3,336,024	-	276,421	276,421
Total Long-Term Liabilities	<u>6,216,613</u>	<u>3,424,333</u>	<u>9,640,946</u>	<u>6,234,211</u>	<u>364,730</u>	<u>6,598,940</u>
Liabilities Subject to Compromise						
Class 2 General Unsecured Claims	-	-	-	-	-	-
Class 3 Unsecured Claim of CAL DMH	200,512	-	200,512	397,351	-	397,351
Class 4 Unsecured Claim of LAC DMH	130,552	-	130,552	258,713	-	258,713
Total Liabilities Subject to Compromise	<u>331,064</u>	<u>-</u>	<u>331,064</u>	<u>656,064</u>	<u>-</u>	<u>656,064</u>
Total Liabilities	<u>11,476,595</u>	<u>6,837,758</u>	<u>18,314,353</u>	<u>11,634,403</u>	<u>3,494,935</u>	<u>15,129,339</u>
Deferred Inflow of Resources						
MHSA revenues restricted for future period	-	-	-	-	6,625,123	6,625,123
Deferred inflows related to the net pension liability	217,236	-	217,236	217,236	-	217,236
Total Deferred Inflow of Resources	<u>217,236</u>	<u>-</u>	<u>217,236</u>	<u>217,236</u>	<u>6,625,123</u>	<u>6,842,359</u>
NET POSITION						
Invested in capital assets net of related debt	570,071	5,835,749	6,405,820	493,753	5,949,989	6,443,742
Restricted for MHSA programs	-	21,538,182	21,538,182	-	16,204,682	16,204,682
Unrestricted	3,565,776	605,030	4,170,806	3,385,622	491,199	3,876,821
Total Net Position	<u>4,135,847</u>	<u>27,978,961</u>	<u>32,114,808</u>	<u>3,879,375</u>	<u>22,645,870</u>	<u>26,525,245</u>
Total Liabilities, Deferred Inflows of Resources and Net Position	<u>\$ 15,829,679</u>	<u>\$ 34,816,719</u>	<u>\$ 50,646,398</u>	<u>\$ 15,731,015</u>	<u>\$ 32,765,928</u>	<u>\$ 48,496,943</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SEVEN MONTHS ENDED JANUARY 31, 2021 AND 2020

	PERIOD ENDED 1/31/21			PERIOD ENDED 1/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
OPERATING REVENUES						
Medi-Cal FFP	\$ 2,140,499	\$ 1,871,704	\$ 4,012,202	\$ 2,361,775	\$ 2,018,483	\$ 4,380,258
Medi-Cal FFP FYE Prior Year	126,765	1,894	128,659	-	-	-
Medi-Cal SGF-EPSTD	508,343	381,951	890,294	582,512	404,966	987,478
Medi-Cal SGF-EPSTD Prior Year	(29,906)	15,202	(14,704)	-	-	-
Medicare	640	1,018	1,658	2,331	1,364	3,695
Grants and contracts	327,982	16,845	344,828	10,986	17,066	28,051
Patient fees and insurance	673	-	673	1,734	-	1,734
Rent income - TCMH & MHSA Housing	18,939	50,617	69,555	20,160	48,902	69,061
Other income	87,290	344	87,634	849	388	1,237
Net Operating Revenues	3,181,225	2,339,574	5,520,798	2,980,347	2,491,168	5,471,514
OPERATING EXPENSES						
Salaries, wages and benefits	4,558,554	7,113,344	11,671,898	3,983,165	6,438,057	10,421,222
Facility and equipment operating cost	385,284	671,096	1,056,380	371,260	797,313	1,168,572
Client lodging, transportation, and supply expense	182,762	1,102,879	1,285,641	75,119	826,893	902,012
Depreciation	84,575	243,601	328,176	53,508	204,687	258,195
Other operating expenses	351,304	764,353	1,115,657	342,557	764,080	1,106,637
Total Operating Expenses	5,562,480	9,895,273	15,457,752	4,825,609	9,031,029	13,856,638
OPERATING (LOSS) (Note 1)	(2,381,255)	(7,555,699)	(9,936,954)	(1,845,262)	(6,539,862)	(8,385,124)
Non-Operating Revenues (Expenses)						
Realignment	2,572,005	-	2,572,005	2,253,138	-	2,253,138
MHSA funds	-	12,794,227	12,794,227	-	11,266,771	11,266,771
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Pomona Vision 2030 Project	78,000	-	78,000	-	-	-
Interest Income	19,343	94,563	113,906	60,300	309,524	369,824
Interest expense	(23,621)	-	(23,621)	(24,499)	-	(24,499)
Total Non-Operating Revenues (Expense)	2,637,727	12,888,790	15,526,517	2,288,939	11,576,295	13,865,233
INCOME (LOSS)	256,472	5,333,091	5,589,563	443,677	5,036,433	5,480,109
INCREASE (DECREASE) IN NET POSITION	256,472	5,333,091	5,589,563	443,677	5,036,433	5,480,109
NET POSITION, BEGINNING OF YEAR	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
NET POSITION, END OF MONTH	\$ 4,135,847	\$ 27,978,961	\$ 32,114,808	\$ 3,672,705	\$ 26,278,516	\$ 29,951,221

(Note 1) "Operating Loss" reflects loss before realignment funding and MHSA funding which is included in non-operating revenues.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSTD=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF CASH FLOWS
SEVEN MONTHS ENDED JANUARY 31, 2021 AND 2020

	PERIOD ENDED 1/31/21			PERIOD ENDED 1/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
Cash Flows from Operating Activities						
Cash received from and on behalf of patients	\$ 4,165,553	\$ 2,963,225	\$ 7,128,777	\$ 2,576,944	\$ 2,171,384	\$ 4,748,329
Cash payments to suppliers and contractors	(796,648)	(2,840,985)	(3,637,633)	(998,564)	(3,057,930)	(4,056,494)
Payments to employees	(4,972,955)	(6,830,765)	(11,803,720)	(4,370,337)	(6,208,834)	(10,579,171)
	<u>(1,604,050)</u>	<u>(6,708,525)</u>	<u>(8,312,575)</u>	<u>(2,791,957)</u>	<u>(7,095,380)</u>	<u>(9,887,337)</u>
Cash Flows from Noncapital Financing Activities						
MHSA Funding	-	9,193,017	9,193,017	-	6,711,611	6,711,611
CalHFA-State Administered Projects	-	35,690	35,690	-	-	-
Realignment	2,572,005	-	2,572,005	2,857,850	-	2,857,850
Housing & Community Development.-NPLH	(8,000)	-	(8,000)	-	-	-
Pomona Vision 2030 Project-Ballmer Group	78,000	-	78,000	-	-	-
	<u>2,642,005</u>	<u>9,228,708</u>	<u>11,870,713</u>	<u>2,857,850</u>	<u>6,711,611</u>	<u>9,569,461</u>
Cash Flows from Capital and Related Financing Activities						
Purchase of capital assets	(143,296)	(129,361)	(272,657)	(176,213)	(21,427)	(197,640)
Principal paid on capital debt	(17,598)	-	(17,598)	(16,720)	-	(16,720)
Interest paid on capital debt	(23,621)	-	(23,621)	(24,499)	-	(24,499)
Intercompany-MHSA & TCMH	50,376	(50,376)	-	(468,925)	468,925	-
	<u>(134,138)</u>	<u>(179,737)</u>	<u>(313,875)</u>	<u>(686,357)</u>	<u>447,498</u>	<u>(238,859)</u>
Cash Flows from Investing Activities						
Interest received	33,569	166,753	200,322	80,789	403,096	483,885
	<u>33,569</u>	<u>166,753</u>	<u>200,322</u>	<u>80,789</u>	<u>403,096</u>	<u>483,885</u>
Cash Flows from Reorganization Items						
Cash payments to Bankruptcy Class 3 and 4 Unsecured	(325,000)	-	(325,000)	(1,030,000)	-	(1,030,000)
	<u>(325,000)</u>	<u>-</u>	<u>(325,000)</u>	<u>(1,030,000)</u>	<u>-</u>	<u>(1,030,000)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	612,386	2,507,198	3,119,584	(1,569,674)	466,825	(1,102,849)
Cash Equivalents at Beginning of Year	7,395,355	23,736,461	31,131,816	7,483,365	24,449,208	31,932,573
Cash Equivalents at End of Month	<u>\$ 8,007,741</u>	<u>\$ 26,243,659</u>	<u>\$ 34,251,400</u>	<u>\$ 5,913,691</u>	<u>\$ 24,916,033</u>	<u>\$ 30,829,724</u>

Definitions:

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
ACTUAL TO BUDGET COMPARISON
SEVEN MONTHS ENDING JANUARY 31, 2021
(UNAUDITED)

	TRI-CITY MENTAL HEALTH OUTPATIENT CLINIC (TCMH)			TRI-CITY MENTAL HEALTH SERVICES ACT (MHSA)			TRI-CITY MENTAL HEALTH AUTHORITY CONSOLIDATED		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
OPERATING REVENUES									
Medi-Cal FFP	\$ 2,339,239	\$ 2,469,199	\$ (129,959)	\$ 2,041,116	\$ 2,645,333	\$ (604,216)	\$ 4,380,356	\$ 5,114,531	\$ (734,176)
Medi-Cal FFP Prior Year	133,240	-	133,240	2,066	-	2,066	135,306	-	135,306
Medi-Cal SGF-EPSDT	549,356	932,850	(383,494)	416,522	616,172	(199,650)	965,878	1,549,022	(583,144)
Medi-Cal SGF-EPSDT Prior Year	(27,614)	-	(27,614)	16,578	-	16,578	(11,036)	-	(11,036)
Medicare	640	1,750	(1,110)	1,018	817	201	1,658	2,567	(909)
Patient fees and insurance	673	1,458	(786)	-	-	-	673	1,458	(786)
Grants and contracts	327,982	170,778	157,204	16,845	-	16,845	344,828	170,778	174,049
Rent income - TCMH & MHSA Housing	18,939	21,175	(2,237)	50,617	64,429	(13,812)	69,555	85,604	(16,049)
Other income	87,290	-	87,290	344	-	344	87,634	-	87,634
Provision for contractual disallowances	(248,520)	(329,851)	81,330	(205,531)	(322,942)	117,411	(454,052)	(652,793)	198,741
Net Operating Revenues	3,181,225	3,267,360	(86,135)	2,339,574	3,003,809	(664,235)	5,520,798	6,271,168	(750,370)
OPERATING EXPENSES									
Salaries, wages and benefits	4,558,554	4,866,786	(308,232)	7,113,344	7,620,203	(506,859)	11,671,898	12,486,989	(815,092)
Facility and equipment operating cost	385,288	409,931	(24,642)	671,112	856,182	(185,070)	1,056,400	1,266,112	(209,712)
Client program costs	177,820	70,051	107,769	1,088,275	705,820	382,455	1,266,095	775,871	490,224
Grants	-	-	-	46,642	46,667	(25)	46,642	46,667	(25)
MHSA training/learning costs	-	-	-	55,731	90,423	(34,693)	55,731	90,423	(34,693)
Depreciation	84,575	53,436	31,138	243,601	209,567	34,035	328,176	263,003	65,173
Other operating expenses	356,243	413,312	(57,069)	676,568	790,350	(113,781)	1,032,811	1,203,661	(170,850)
Total Operating Expenses	5,562,480	5,813,515	(251,036)	9,895,273	10,319,210	(423,938)	15,457,752	16,132,726	(674,973)
OPERATING (LOSS)	(2,381,255)	(2,546,156)	164,901	(7,555,699)	(7,315,402)	(240,297)	(9,936,954)	(9,861,558)	(75,396)
Non-Operating Revenues (Expenses)									
Realignment	2,572,005	2,132,284	439,721	-	-	-	2,572,005	2,132,284	439,721
MHSA Funding	-	-	-	12,794,227	13,246,166	(451,939)	12,794,227	13,246,166	(451,939)
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-	(8,000)	-	(8,000)
Pomona Vision 2030 Project	78,000	-	78,000	-	-	-	78,000	-	78,000
Interest (expense) income, net	(4,278)	15,744	(20,021)	94,563	193,667	(99,104)	90,285	209,410	(119,125)
Total Non-Operating Revenues (Expense)	2,637,727	2,148,028	489,700	12,888,790	13,439,833	(551,043)	15,526,517	15,587,860	(61,343)
Special Item: Net reorganization income (expense)	-	-	-	-	-	-	-	-	-
INCREASE(DECREASE) IN NET POSITION	\$ 256,472	\$ (398,128)	\$ 654,600	\$ 5,333,091	\$ 6,124,431	\$ (791,340)	\$ 5,589,563	\$ 5,726,303	\$ (136,739)

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

TCMH=Tri-City's Outpatient Clinic

MHSA=Mental Health Services Act (Proposition 63)

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
SEVEN MONTHS ENDING JANUARY 31, 2021**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CAP/TECH PROGRAMS)

Net Operating Revenues

Net operating revenues are lower than budget by \$750 thousand for the following reasons:

- 1 Medi-Cal FFP revenues for FY 2020-21** were \$734 thousand lower than the budget. Medi-Cal FFP revenues were \$130 thousand lower for TCMH and \$604 thousand lower for MHSA. At TCMH, the adult program revenues were higher than budget by \$181 thousand and the children program revenues were lower by \$311 thousand. For MHSA, the adult and older adult FSP programs were lower than budget by \$466 thousand and the Children and TAY FSP programs were lower by \$138 thousand. Additionally, as the results of the fiscal years 2013-14, 2015-16 and 2016-17 interim cost report settlements, a total of \$135 thousand in prior years Medi-Cal FFP revenues were recorded to the current year operations.
- 2 Medi-Cal SGF-EPSDT revenues for fiscal year 2020-21** were lower than budget by \$583 thousand of which \$383 thousand lower were from TCMH and \$200 thousand lower were from MHSA. As was mentioned above, however, a net adjustment of \$11 thousand in prior years Medi-Cal SGF-EPSDT revenues were recorded due to the fiscal years 2013-14, 2015-16 and 2016-17 interim cost report settlements. SGF-EPSDT relates to State General Funds (SGF) provided to the agency for provision of qualifying Medi-Cal services for Early Prevention Screening and Diagnostic Testing (EPSDT) to children and youth under 21 years. These funds are in addition to the FFP reimbursed by the federal government.

> *Medi-Cal and Medi-Cal SGF-EPSDT revenues are recognized when the services are provided and can vary depending on the volume of services provided from month to month. Projected (budgeted) services are based on estimated staffing availability and the assumption that vacant positions will be filled.*
- 3 Medicare revenues** are lower than the budget by \$1 thousand. Tri-City records revenue when the services are provided and the claims are incurred and submitted.
- 4 Grants and contracts** are higher than budget by \$174 thousand. Grants and Contracts are \$157 thousand higher for TCMH and \$17 thousand higher for MHSA. At TCMH, the higher revenues were due to the Measure H program which provides housing assistance to those who are at risk of homelessness in the three cities. At MHSA, the higher grants and contracts amount represents the Clifford Beers Housing's share of cost for funding a Residential Services Coordinator position to provide on-site services to all residents at the Holt Avenue Family Apartments.
- 5 Rent Income** was lower than the budget by \$16 thousand. The rental income represents the payments collected from the tenants staying at the Tri-City apartments on Pasadena and at the MHSA houses on Park Avenue and Baseline Rd.
- 6 Other income** is \$88 thousand higher than budget due to the two receipts of Stimulus Cares Act Relief funds.
- 7 Provision for contractual disallowances** for fiscal year 2020-21 is \$199 thousand lower than budget due to lower revenues.

Operating Expenses

Operating expenses were lower than budget by \$675 thousand for the following reasons:

- 1 Salaries and benefits** are \$815 thousand lower than budget and of that amount, salaries and benefits are \$308 thousand lower for TCMH operations and are \$507 thousand lower for MHSA operations. These variances are due to the following:

TCMH salaries were lower than budget by \$59 thousand and benefits are lower than budget by \$249 thousand due to lower various insurances.

MHSA salaries are lower than budget by \$292 thousand. The direct program salary costs are lower by \$170 thousand due to vacant positions and the administrative salary costs are lower than budget by \$122 thousand. Benefits are lower than budget by \$215 thousand. Of that, health insurance is lower by \$176 thousand, state unemployment is lower by \$28 thousand due to timing, retirement contributions are lower by \$7 thousand and workers compensation is lower by \$33 thousand. These lower costs are offset by higher employer training costs.
- 2 Facility and equipment operating costs** were lower than budget by \$210 thousand. Facility and equipment operating costs were \$25 thousand lower for TCMH and \$185 thousand lower for MHSA.

**TRI-CITY MENTAL HEALTH AUTHORITY
ACTUAL TO BUDGET VARIANCE EXPLANATIONS
SEVEN MONTHS ENDING JANUARY 31, 2021**

COMMENT: PLEASE NOTE, THE DISCUSSION BELOW MAY USE THE FOLLOWING ABBREVIATIONS:

TCMH==TRI-CITY MENTAL HEALTH (OUTPATIENT CLINIC OPERATIONS)

MHSA==MENTAL HEALTH SERVICES ACT (ACTIVITIES INCLUDE CSS, PEI, INN, WET AND CAP/TECH PROGRAMS)

- 3 Client program costs** are higher than the budget by \$490 thousand. This included a payment of \$396 thousand to the City of Pomona-Hope for Home Year-Round Emergency Shelter for which the amount was budgeted and spread out throughout the fiscal year.
- 4 Grants for fiscal year 2020-21** awarded under the Community Wellbeing project are in line with the budget.
- 5 MHSA learning and training costs** are lower than the budget by \$35 thousand.
- 6 Depreciation** is higher than budget by \$65 thousand.
- 7 Other operating expenses** were lower than budget by \$171 thousand of which \$57 thousand lower was from TCMH and \$114 thousand lower was from MHSA. At TCMH, attorney fee is lower than budget by \$47 thousand and personnel recruiting fees are lower by \$30 thousand and are offset by higher IT professional fee. For MHSA, professional fees are lower than the budget by \$65 thousand, attorney fees are lower by \$19 thousand, personnel recruiting fees are lower by \$25 thousand, conference and mileage reimbursement are lower by \$20 thousand. These lower costs are offset by higher security expense.

Non-Operating Revenues (Expenses)

Non-operating revenues, net, are lower than budget by approximately \$61 thousand as follows:

- 1 TCMH non-operating revenues** are \$490 thousand higher than the budget. Of that, realignment fund is higher than the budget by \$440 thousand. Interest income netted with interest expense is lower by \$20 thousand. Housing and Community Development revenue is lower by \$8 thousand. In August, Tri-City refunded the amount to the California Department of Housing, the un-used balance of the original \$100 thousand funded to Tri-City for the No Place Like Home project. Additionally, in December Tri-City records into non-operating revenue \$78 thousand for its participation in the Pomona Vision 2030 Project. Funds will help Tri-City partner with PUSD to engage and assess the needs and strengths of students and their families who are in grades K-middle school in Pomona.
- 2 MHSA non-operating revenue** is \$452 thousand lower than the budget. In accordance with Government Accounting Standards Board, MHSA funds received and available to be spent must be recorded as non-operating revenue as soon as the funds are received. Funds are available to be spent when an MHSA plan and related programs have been approved and the proposed expenditures for those programs have been approved through an MHSA plan, MHSA update, or State Oversight and Accountability Commission.

The differences in actual to budget are broken out as follows:

	Actual	Budget	Variance
CSS funds received and available to be spent	\$ 10,712,194	\$ 10,712,194	\$ -
PEI funds received and available to be spent	1,765,595	2,217,534	(451,939)
WET funds received and available to be spent	-	-	-
CAP/TECH funds received and available to be spent	-	-	-
INN funds received and available to be spent	316,438	316,438	-
Non-operating revenues recorded	<u>\$ 12,794,227</u>	<u>\$ 13,246,166</u>	<u>\$ (451,939)</u>

CSS and INN recorded revenues are in line with the budgets.

PEI recorded revenue is lower than budget by \$452 thousand. The difference is due to the amounts received and available for the PEI plan through January 2021. The additional funds received during the fiscal year 2020-21 will be recorded as revenue up to the budgeted amount.

Interest income for MHSA is lower than budget by \$99 thousand.

TRI-CITY MENTAL HEALTH AUTHORITY
CONSOLIDATING STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SEVEN MONTHS ENDED JANUARY 31, 2021 AND 2020

	PERIOD ENDED 1/31/21			PERIOD ENDED 1/31/20		
	TCMH Unaudited	MHSA Unaudited	Consolidated Unaudited	TCMH Audited	MHSA Audited	Consolidated Audited
REVENUES						
Medi-Cal FFP, net of reserves	\$ 2,140,499	\$ 1,871,704	\$ 4,012,202	\$ 2,361,775	\$ 2,018,483	\$ 4,380,258
Medi-Cal FFP FYE Prior Year	126,765	1,894	128,659	-	-	-
Medi-Cal SGF-EPSDT	508,343	381,951	890,294	582,512	404,966	987,478
Medi-Cal SGF-EPSDT Prior Year	(29,906)	15,202	(14,704)	-	-	-
Medicare	640	1,018	1,658	2,331	1,364	3,695
Realignment	2,572,005	-	2,572,005	2,253,138	-	2,253,138
MHSA funds	-	12,794,227	12,794,227	-	11,266,771	11,266,771
Grants and contracts	327,982	16,845	344,828	10,986	17,066	28,051
Housing & Community Dev.-NPLH	(8,000)	-	(8,000)	-	-	-
Pomona Vision 2030 Project	78,000	-	78,000	-	-	-
Patient fees and insurance	673	-	673	1,734	-	1,734
Rent income - TCMH & MHSA Housing	18,939	50,617	69,555	20,160	48,902	69,061
Other income	87,290	344	87,634	849	388	1,237
Interest Income	19,343	94,563	113,906	60,300	309,524	369,824
Total Revenues	5,842,573	15,228,364	21,070,936	5,293,785	14,067,462	19,361,247
EXPENSES						
Salaries, wages and benefits	4,558,554	7,113,344	11,671,898	3,983,165	6,438,057	10,421,222
Facility and equipment operating cost	385,284	671,096	1,056,380	371,260	797,313	1,168,572
Client lodging, transportation, and supply expense	182,762	1,102,879	1,285,641	75,119	826,893	902,012
Depreciation	84,575	243,601	328,176	53,508	204,687	258,195
Interest expense	23,621	-	23,621	24,499	-	24,499
Other operating expenses	351,304	764,353	1,115,657	342,557	764,080	1,106,637
Total Expenses	5,586,100	9,895,273	15,481,373	4,850,108	9,031,029	13,881,137
INCREASE (DECREASE) IN NET POSITION	256,472	5,333,091	5,589,563	443,677	5,036,433	5,480,109
NET POSITION, BEGINNING OF YEAR	3,879,375	22,645,870	26,525,245	3,229,029	21,242,083	24,471,112
NET POSITION, END OF MONTH	\$ 4,135,847	\$ 27,978,961	\$ 32,114,808	\$ 3,672,705	\$ 26,278,516	\$ 29,951,221

NOTE: This presentation of the Change in Net Assets is NOT in accordance with GASB, but is presented only for a simple review of Tri-City's revenue sources and expenses.

Definitions:

Medi-Cal FFP= Federal Financial Participation Reimbursement

Medi-Cal SGF-EPSDT=State General Funds reimbursement for Medi-Cal services provided to children under the "Early and Periodic Screening, Diagnosis and Treatment" regulations.

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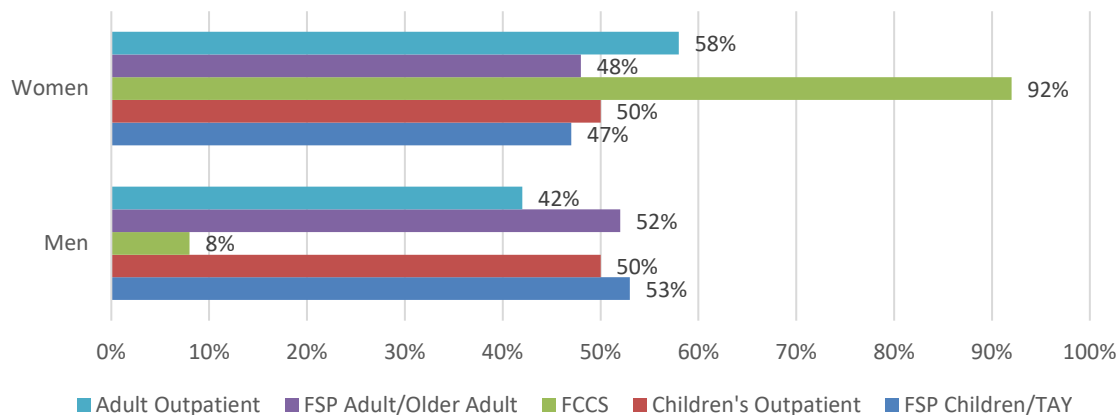
Tri-City Mental Health Authority MONTHLY STAFF REPORT

DATE: March 17, 2021
TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director
FROM: Elizabeth Renteria, LCSW, Chief Clinical Officer
SUBJECT: Monthly Clinical Services Report

CLIENT CENSUS DATA

Each month, information and data and will be shared about the services provided and the clients that have been supported. This month's data set comes from client report on identified gender. Information is from our 2019-2020 fiscal year and includes the gender breakdown per program. In the coming months additional categories of gender will be added to get a more inclusive and representative picture of the clients served by Tri-City Mental Health.

Gender of Clients by Program



ACCESS TO CARE

Access to Care processed a total of 200 service requests for adults in the month of February. In terms of request type, 3 were walk-in service requests, 190 were called-in, there were 6 Service Request Tracking System (SRTS) referrals, there were 0 in-writing referrals and 1 Full-Service Partnership/ Field Capable Client Services (FSP/FCCS) referrals. There was a total of 36 service requests that were hospital discharges. In February 2021, 27% of individuals identified their living situation as being homeless. It should be noted that in February of 2020 there were 193 requests for services.

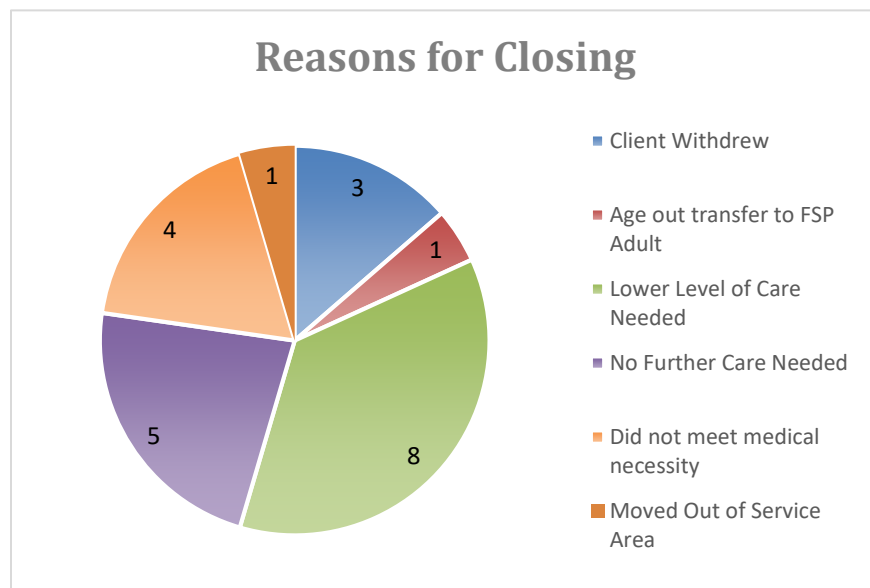
The majority of service requests were called in over the phone at 95% (190) which is now the preferred method of processing service requests due to COVID-19. 56% of the service requests processed were from individuals who identified as female.

There was a total of 61 service requests received at the Royalty location for children and Transition Age Youth (TAY) in the month of February. Of the 61 service requests, 0 were walk-ins, 29 were called-in, 27 were in-writing referrals, 0 were FSP referrals and 5 were SRTS referral. There was a total of 2 service requests that were from hospital discharges In February 2021. 52% of the service requests were from children or youth who identified as male. In February of 2020 there were 86 service requests.

CO-OCCURRING SUPPORT TEAM

In February 2021, 109 adult intakes were completed by Access to Care Team, of those intakes 51 individuals were identified as having a co-occurring substance abuse disorder. The Co-Occurring Support Team provided consultation services, referrals and resource allocation to the clients identified as needing additional support. Also, of note the team is developing a plan with Quality Insurance to track client outcomes and effectiveness of referrals and prevention and education activities provided by the Co-Occurring Support Team.

CHILD AND FAMILY TEAM



There was a total of 22 Child and Family cases closed within the month of February. **59%** attributed to successful resolution of case, including meeting treatment goals, remission of symptoms (noted on graph as not meeting medical necessity) or child and family are able to served at a lower level of care, indicating they no longer required the services of specialty mental health. Additional reasons for closure include client aging into the adult services department, families moving out of the catchment area and clients withdrawing from care.

School Partnership Team (SPT)

This month there has been an increased in school referrals, however, this continues to be lower compared to the same time last year. However overall we are on track to be in line with averages of previous years. Currently we are at a total of 126 referrals. The average is 140 per year. With the possibility of schools returning in April there is a likelihood that referrals will increase. School Partnership Team staff continues to expand their collaboration will local school dsitrics and increase their repsonive to school need. SPT staff will be available for same day intakes for BUSD on Tuesdays, CUSD on Mondays and PUSD on Wednesdays. SPT staff will increase availability and prescence on school campuses as need arises and Covid-19 safety procedures allow.

CLINICAL WELLNESS ADVOCATES (CWA)

Jeri Sprewell is assuming the role of Program Supervisor for the Clinical Wellness Advocates Team. Jeri is an almost four-year employee of Tri-City Mental Health Services and bring a wealth of experience to the role. Jeri is looking forward to continuing to integrate Clinical Wellness Advocates across the clinical teams and to support Tri-City Mental Health Services in complying with SB 803 the Peer Support Specialist Certification Act of 2020, slated to begin later this year.

THERAPEUTIC COMMUNITY GARDEN (TCG)

In the month of Februday 2021, the TCG team started a group called Growing Youth, Growing Gardens for young adults aged 18-25. This virtual group works at engaging college students, high school graduates and anyone within the given age bracket needing assitance with the transition from dependent children to independent adults. The group focuses on teaching needed social and emotinal regulations skills, encouraging healthy lifestyle choices and providing information and linkages to available services and resources. Through engagement with staff and the therapeutic horticulture experience, young people gain the needed confidence to manage the transition to adulthood. Participants engage with Tri-City Mental Health Staff through virtual platforms and utilizes planting supplies in the home that have been provided by Tri- City Staff.

SUCCESS STORY-
Adult Outpatient Services or AOP

This month's success story is from a 27 -year-old female client who and has been receiving services at Tri-City since early December 2020 in the Adult Outpatient Program. Client has been diagnosed with Unspecified Bipolar and Related Disorder as well as Other Specified Trauma- and Stressor-Related Disorder and as a result had difficulties in several life domains. Client presented with acute behaviors that impacted her ability to function in the community and put her housing at risk. Her behaviors included screaming and acting aggressively towards shelter staff and great difficulty with peer interactions. Client was enrolled in the Engagement and Skills Towards Recovery Group as the first phase of treatment, however she missed her first two group meetings. Adult Outpatient staff continued to outreach to her after her missed meetings and eventually she attended her first group meeting in late December. Since December she has consistently attended group and now reports that she is better able to regulate her emotions and behavior and that her housing is no longer at risk due to her explosive outbursts.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Seeyam Teimoori, MD, Medical Director

SUBJECT: Medical Director's Monthly Report

Services provided by Tri-City Intensive Outreach and Engagement team (IOET) and Supplemental Crisis Teams in February 2021

IOET Program

Number of all new outreach= 65
Number client given intake appointments=61
Number of clients opened= 17
Total number of ALL clients outreach=174
Total number of homeless served=118
Percentage of clients outreach that are homeless= 67%
Percentage of clients enrolled this month in formal services that are homeless= 2%

Service area:
Pomona= 145
La Verne= 6
Claremont= 23
Total= 174

Health Issues:
Number of initial health assessments completed= 21
Number of clients linked to PCP appointments by IOET's psychiatric technician=14

Supplemental Crisis Calls

Pomona- 10
La Verne-2
Outside service area- 8

Tri-City Mental Health Services Role in Medical Training of Future Medical Professionals

Mission/Vision: Promote self-directed learning, practice critical thinking skills, foster collaborative care, focus on whole person and patient centered care approach of treatment, channel resources to homeless, execute evidence-based practice medicine, cultivate creative atmosphere in education.

Western University of Health Sciences - currently 1 student every 4 weeks, we may expand to 2 students next academic year 7/2021 - 7/2022

Program structure –

- IOET/Med Team/Crisis - 2 mornings per week includes Pop up clinic on Tuesday mornings.
- Rotating 1 afternoon each with one psychiatrist.
- Require PowerPoint presentation on topic of choice end of rotation.
- Pandemic season - students are scheduled approximately 20h/week.
- Pandemic cleared - Increase to 30-40h/week including Wellness Center, Therapeutic Community Gardening, Access to Care, group therapy/Substance use disorders group sessions.

University of California, Riverside (UCR)- confirmation pending from UCR for 1-4 students, 1 afternoon per week for 6-month longitudinal preceptorship.

- Expected to complete/present short research project.

Family medicine residents from Pomona Valley Hospital Medical Center (PVHMC)-

Each resident is scheduled for 2-3 half day sessions with doctors only. Their program only allows 2 weeks of psychiatry per year for the 3 years. Their psych rotation is combined with another rotations. They have the opportunity to do outreach if interested.



**Tri-City Mental Health Authority
MONTHLY STAFF REPORT**

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Authority
Toni Navarro, LMFT, Executive Director

FROM: Rimmi Hundal, Director of MHSA & Ethnic Services

SUBJECT: Monthly MHSA and Ethnic Services Report

ETHNIC SERVICES

During the month of February, intragroup sessions with Dr. Allen Lipscomb continued, offering staff an opportunity to discuss issues around justice, equity, diversion, and inclusion with their peers. In total, 194 Tri-City staff members participated in these sessions. Intergroup sessions between direct service and supervisors/executive team members started on March 5th and will continue until April 12th to allow for honest dialogue around the same issues.

African American Family Wellness Advisory Council (AAFWAC)

The council decided to read 10 pages of the book a month and then a member of the group will lead a discussion on the book. The group is planning to meet with the leadership team soon to give us some strategies and ideas of how to engage and outreach to the African American community.

RAINBOW Advisory Council- LGBTQ+

During the February meeting, Council members were provided local resources related to the LGBTQ+ communities. The local resources included information to join PFLAG chapter that recently launched in Claremont, PFLAG monthly newsletter that participants can use as future reference and a weblink to access Each Mind Matters material focusing on the LGBTQ+ communities. Council members also started planning for upcoming cultural awareness months and how to incorporate the LGBTQ+ community in it. They continued to discuss and brainstorm on how to further promote the advisory council to community partners, local agencies and organizations.

¡Adelante! Latinx Wellness Council

Participants provided their feedback/ideas on a new name for the Council but no final decision was made and discussions will continue next month. Council members shared their thoughts on the word - Latinx. They expressed what this word means to them and some stated they are conflicted with this identification and asked for a training in understanding this term as it is something new to the Latino/Latina community.

Participants shared the possibility of switching meeting times and days of the meeting to better accommodate more members.

MHSA COMMUNITY PLANNING PROCESS

On March 4, community members and local providers joined in a virtual MHSA stakeholder meeting focused on Innovation projects. This mid-year gathering provided an update on Tri-City's current Innovation project, Help@Hand, as well as presenting a new Innovation project proposal, Restorative Practices for Improving Mental Health. Forty-two participants were in attendance, including 20 community members, and after reviewing a comprehensive overview of this new project, voted to move forward with the next steps required to finalize approval and implement this project in July 2021.

The Restorative Practices for Improving Mental Health project will be posted in April on Tri-City's website for a 30-day public comment period. Community members are encouraged to review this exciting new project proposal and provide any feedback or suggestions for staff consideration.

WORKFORCE EDUCATION AND TRAINING (WET)

Tri-City has a busy month on social during in February. Our page on Facebook reached 1068 people, and Instagram reached 412 people (an increase of 22%). Tri-City's Twitter account made 4,682 impressions resulting in 365 profile visits. Content posted include numerous Tri-City activities, information about Covid-19, ACEs Aware information, and more.

PREVENTION AND EARLY INTERVENTION (PEI)

Community Wellbeing

Tri-City hosted two Bidders Conference for the Community Wellbeing Grants in February via RingCentral and it was attended by 49 communities; out of which 34 communities were new to this process. The Community Wellbeing Grant application is available on Tri-City's website www.tricitymhs.org. Electronic applications are due Thursday, April 1st by 12:00pm via email to program staff.

Community Trainings

ACEs Aware Grant: Tri-City received feedback from California Surgeon General's office on the two ACEs Aware Supplemental trainings presentations submitted for review. Once

approved, future trainings will be scheduled over the next few months for primary care/service providers, community-based organizations and community members. Tri-City hosted an ACEs Aware event on March 11th, during which Dr. Vincent Felitti, Co-Principal Investigator of the Adverse Childhood Experiences (ACEs) Study presented on his research to providers, educators and community members. Over 250 individuals attended this event.

Stigma Reduction

Green Ribbon Week (GRW) will be held March 15th – 21st this year. GRW is an annual event that takes place during the third week of March to bring mental health awareness and reduce stigma by having healthy conversations about mental health in our community. This year, GRW's theme is "Each of Us". Due to COVID and social/physical restrictions, GRW will be promoted virtually. *A Social Media Challenge will take place and a new challenge will be posted each day.* Program staff will track the success of the challenge by asking everyone who participates to use the hashtag #eachofus on their social media post.

In order to support local eateries, Tri-City will promote local restaurants on who have supported Tri-City's GRW in the past by highlighting their business on social media and encouraging everyone to eat locally. A Lunch and Learn for Tri-City staff will be held on Tuesday, March 16th to discuss successes, strategies, and struggles during COVID, with the purpose of providing a space to share, learn, and support each other during this challenging time. To find more information on upcoming events, please visit our website www.tricitymhs.org and follow us on Facebook, Twitter, or Instagram @tricitymhs.

Directing Change Video Contest – Directing Change is a part of California's statewide Stigma Reduction campaign Each Mind Matters (EMM). The Directing Change Program and Film Contest is a unique opportunity for California students to show their creativity and educate their peers about mental health and suicide prevention by making 60-second PSAs. Submissions were due March 1st and the following schools/colleges submitted films for the contest: Claremont High School, Mountain View Elementary (Claremont), IPoly High School, and Cal Poly Pomona.

Creative Minds Virtual Art Gallery – Due to COVID and Social/Physical restrictions, Tri-City will be hosting our first virtual art gallery on March 18th, during Green Ribbon Week. The art theme is: Through the Lens of COVID. Participants were asked to submit their art (painting, sculpture, etc.), photography and/or poetry by February 26th. Information about [Creative Minds Art Gallery](http://www.tricitymhs.org) can be found at www.tricitymhs.org

Innovation

A recent update to the Help@Hand project revealed that Tri-City staff are in the process of launching a pilot project utilizing the mobile app, myStrength. myStrength is a highly interactive, individually-tailored application that empowers users to address depression, anxiety, stress, substance use, chronic pain and sleep challenges, while also supporting the physical and spiritual aspects of whole-person health.

Ten individuals participated in a focus group which allowed them to download the myStrength app and test each of the components and rate them based on a set of survey questions. Two of these focus group members shared their experience with using the app during the March 3rd stakeholder meeting. One of the participants identifies as an older adult and Spanish speaking, two of the target populations for this project, and was able to share important insight as to the ease of use and effectiveness of the features.



Tri-City Mental Health Authority
MONTHLY STAFF REPORT

DATE: March 17, 2021

TO: Governing Board of Tri-City Mental Health Center
Toni Navarro, LMFT, Executive Director

FROM: Natalie Majors-Stewart, Chief Compliance Officer

SUBJECT: Monthly Best Practices Report

Interoperability Overview

The Centers for Medicare & Medicaid Services (CMS) and the Office of the National Coordinator for Health Information Technology (ONC) have published final rules on “Interoperability and Patient Access”. These regulations outline how health care providers must ensure that patient health information is easily accessible, exchangeable, and/or transferable electronically.

While the concept of electronic health information exchange not a new, what is new are the specific standards on ‘how’ healthcare exchanges must be implemented, as well as the narrow time frames for when they must be accomplished. The federal interoperability mandates must be implemented over the next few years, and require health care providers to establish mechanisms to:

1. Make select patient health information accessible through an API*.
2. Make service provider directory information accessible through API*.
3. Be able to coordinate and transfer select patient health information (as requested by the patient) between health care plans/payers.
4. Be able to exchange select data with CMS on a daily basis

Note: An API is an application program interface. API technology will enable patients to access their data via internet-enabled devices (i.e. smart phones).*

Coming into compliance with the federal interoperability requirements will require both robust technological infrastructure as well as solid data quality systems and protocols. The Tri-City executive leadership is in the process developing a strategic approach to successfully implementing interoperability at Tri City.

One immense stride that we have taken towards interoperability success, is our agency’s well-timed recognition of the critical need to migrate to a more technologically dynamic Electronic Health Records system. This process is already in motion, and the Tri-City IT Department and Best Practices Division will continue to collaborate on leading the implementation of this essential migration.

Additionally, the Best Practices Division will begin to place an even larger emphasis on data accuracy. As stated in previous board reports, quality monitoring activities will likely

**Governing Board of Tri-City Mental Health
Toni Navarro, LMFT, Executive Director
Monthly Staff Report of Natalie Majors-Stewart
March 17, 2021
Page 2**

be more focused on *'here and now'* data and outcomes. Moreover, with the impending implementation of interoperability, the window between the point of service and point of 'audit' (monitoring) is increasingly narrow, and transparency of service quality will be clearer than ever. As we transform how patient records are electronically accessible, exchangeable, and transferable, the Best Practices division will collaborate agency to help prepare our system of care for this transition.