

RICHMOND TINY HOUSE VILLAGE SUPPORTIVE SERVICES AGREEMENT

THIS SUPPORTIVE SERVICES AGREEMENT (this "Agreement"), dated as of October 3, 2024 is made and entered into by and between Tiny Village Spirit, a California public benefit corporation ("TVS"), and Hope Solutions (formerly Contra Costa Interfaith Transitional Housing, Inc.), a California public benefit corporation ("Service Provider").

RECITALS

- A. TVS has created a Tiny House Village consisting of seven (7) to thirteen (13) tiny houses to be occupied as transitional housing for a period up to 24 months by unhoused youth age 18-24 and one onsite Resident Manager on certain real property located at on the south side of Bissell Avenue between 22nd and 23rd Streets (a triangular remainder of APNs 514-020-001 through 514-020-015) (the "Project"). TVS sub-leases the property on which the Project will be located from Richmond Police Activities League, a California public benefit corporation ("RPAL") which leases the property from the City of Richmond ("City") pursuant to an Agreement to Lease dated March 8, 2022 as amended by the First Amendment to the Lease dated October 31, 2023 (collectively the "Lease"), a copy of which is attached as Exhibit A and is hereby incorporated by reference. Service Provider shall provide property management and supportive services regarding the Project.
- B. TVS and Service Provider wish to enter into this Agreement pursuant to which Service Provider will provide property management and supportive services to the residents of the Project.

NOW, THEREFORE, in consideration of the promises, covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, contained in this Agreement, TVS and Service Provider, intending to be legally bound, agree as follows:

AGREEMENT

1. Appointment of Service Provider. TVS hereby appoints Service Provider, and Service Provider hereby accepts appointment, for the term set forth below and on the other terms and conditions hereinafter set forth, to offer specific services to residents of the Project. TVS hereby designates Service Provider as its exclusive agent and representative for the purposes of management and operation for TVS's account of the Project.
2. Term. The term of this Agreement shall be effective commencing as of January 1, 2025 ("Effective Date") for one year ending December 31, 2025 ("Term") unless earlier terminated as per Section 8 of this Agreement.

3. Service Provider agrees to provide services to the Project including the following components:
 - a. Onsite services that include property management, case management, mental health support, employment assistance, youth academic support, life skills development, and brokerage other essential benefits/services such as health, food, transportation, etc. Transportation assistance is available for clients who require assistance with appointments (medical, mental health, benefits, etc.) and is provided in cars, vans, and with public transportation vouchers, as available.
 - b. Property management that includes managing occupancy and leasing, youth income certification and program participation computation, program fee collection/processing, resident relations, housing agreement compliance, inspections, and repairs.:

PROPERTY MANAGEMENT

4. Service Provider shall cause the Project to be maintained in a good, clean and sanitary condition that complies with all legal standards for habitability. Service Provider shall perform regular and reasonable inspections of the Project. Service Provider shall perform or supervise performance of day-to-day maintenance of the Project, perform emergency repairs and perform reasonable preventative maintenance. Service Provider shall comply with or abide by any rule, determination, ordinance or law of any federal, state or municipal authority affecting or concerning the Project. Service Provider shall advise TVS of any serious defects at the Project observed by Service Provider. Service Provider shall receive and investigate all service requests from residents and take any necessary action regarding such requests. Service Provider shall keep records of any actions taken. Service Provider shall be available to receive and respond to requests or emergencies on a 24-hour a day basis.
5. Service Provider shall take all reasonable actions to collect rents, charges or other income when due from residents of the Project in accordance with the terms of their tenancies. All funds shall be deposited in the bank account provided by Service Provider ("Bank Account") within 3 days of receipt. Service Provider may execute all receipts or any other documents reflecting payment by residents of such sums
6. Service Provider shall use reasonable efforts to keep all units at the Project leased. Service Provider is authorized to enter into lease agreements with residents in the form approved by TVS and for the rental amount approved by TVS without the prior approval of TVS. Service Provider shall advertise any available units for lease in a timely fashion and using marketing methods agreed to in advance by the Parties. Service Providers shall conduct reasonable activities to screen residents and show available units.

7. Service Provider shall obtain and maintain in full force and effect any and all licenses required for Service Provider lawfully to perform fully its obligations under this Agreement.
8. Service Provider shall:
 - a. Select and coordinate the move-in of new residents including: maintaining a waiting list, conducting open houses for applicants, conducting interviews of applicants, conducting income certifications for applicants, complying with Fair Housing Law, executing Occupancy Agreements with new Residents and facilitating move-in of new Residents.
 - b. Conduct an orientation for each new resident before or within 3 days following move-in of any new resident.
 - c. Enforce all terms and conditions of the Occupancy Agreement. Service Provider shall cooperate with TVS regarding any legal proceedings related to eviction of residents at the Project.
 - d. Not permit any resident to sublease a Unit
 - e. Record the condition of each Unit at the time a new resident takes possession of the Unit.
 - f. Clean and repair all Units following a vacancy.
 - g. Take all actions to require that all residents complete annual income recertification forms provided by TVS in compliance with the TVS's requirements.
 - h. Provide TVS all information regarding the household size and income of residents at the Property on an annual basis to permit TVS to comply with TVS's tax status.
9. Service Provider shall manage all regular maintenance and repairs as may from time to time be defined and agreed by the Parties including but not limited to cleaning, routine upkeep of the yard areas, common areas, painting, repairs and routine maintenance items such as the replacements of light bulbs. Service Provider shall provide all maintenance associated with the move in and move out of the Residents.
10. Service Provider shall permit TVS, RPAL or City to inspect the Property and the Units as permitted under law.

CASE MANAGEMENT

11. Hope Solutions Case Management/Service Coordination includes information, assistance with completing necessary forms as well as referrals to any mainstream benefits and other specialized services as requested and required by Project residents.
12. Hope Solutions will facilitate regular meetings and communication with Project partners including on an as needed basis to discuss residents who are not in good standing and to come up with a plan to support residents in staying housed. If residents desire or are required to leave the Project, Hope Solutions will work with them to access housing suitable to their needs.

13. Case management and service coordination will be provided on-site three days per week by staff. Office hours shall be posted at the Project. This/these persons(s) will be supervised by a Hope Solutions support services manager.
14. Based on the needs and desires of the tenants, more intensive mental health, crisis intervention and other support can be provided. Additional services staff assigned to oversee crisis and mental health support will be appropriately licensed/credentialed.
15. Case Management/Service Coordination will also work to establish and maintain critical linkages to mainstream services including but not limited to: criminal justice systems, community-based organizations, health services agencies, public school systems, and substance addiction programs in Contra Costa County.
16. Service Provider shall track/provide service utilization and outcome measures utilizing the HMIS system as directed by the County Homeless Program. Service Provider will maintain clients' files in locked cabinets and ensure that HIPAA guidelines are followed with regard to safety and/or dissemination of client information.
17. Service Provider agrees to assist TVS's internal monitoring controls – including providing TVS with Service Provider's annual audits, participating in an annual program meeting, cooperating with on-site monitoring, and sample file reviews.

RESPONSIBILITIES OF AND SERVICES PERFORMED BY TVS

18. TVS will meet at least quarterly with Service Provider's staff and all other staff working with residents in an effort to ensure communication and collaboration.
19. TVS to provide office space for Service Provider's staff on days on which Service Provider's staff are on site. All parties agree that Service Provider staff will occupy and utilize onsite office space without any expectation of rent payment and operate services programming. Services are to be performed at the Project, under the following conditions:
 - i. All parties agree that this arrangement shall not create a landlord-tenant relationship between Service Provider and TVS, RPAL or City. Service Provider agrees to promptly vacate all spaces provided hereunder upon the termination of this agreement.
 - ii. Should Service Provider cease to need a portion of the dedicated services office space because of changing staffing levels, Service

Provider agrees to vacate this space and return it to the Project for purposes to be determined by the TVS.

- iii. Service Provider will be responsible for basic cleanliness and safety of the offices that it occupies including the community room space when used for services events and meetings.
- iv. Service Provider will develop an updated list of equipment contained in the offices (including electronic equipment, cooking equipment, refrigerators, etc.) and permit inspection of equipment to ensure building safety.
- b. Service Provider also agrees to indemnify and hold harmless TVS, RPAL and City against personal injury and property theft, damage or loss by staff or the agency in the dedicated services offices, unless such conditions resulted from the gross negligence or willful misconduct of TVS, RPAL or City.

20. Compensation of Service Provider. TVS and Service Provider agree that Service Provider, with assistance from TVS, shall seek donations, private grants and government funding to reasonably compensate Service Provider for all services, costs and expenses contemplated in this Agreement. To the extent TVS incurs out of pocket costs related to this Agreement including but not limited to the cost of water, garbage, electricity, gas or other mutually agreed utilities regarding the Project, Service Provider shall reimburse TVS from funds raised by Service Provider.

21. Indemnification. TVS hereby agrees to indemnify, defend, protect and hold harmless Service Provider, its partners, officers, directors and employees from any and all claims, liability and incidental costs, fees and expenses (including court costs, reasonable attorneys' fees, penalties, and amounts paid by such indemnified party in settlement of any judgment or claims) arising out of or in any manner connected with TVS's negligent performance of its obligations or willful misconduct under this Agreement, except to the extent attributable to (a) Service Provider or such other indemnified party's negligence or willful misconduct or (b) Service Provider's breach of this Agreement. Service Provider hereby agrees to indemnify, defend, protect and hold harmless TVS, and their respective partners, members, agents, officers, directors, shareholders, and employees from any and all claims, liability and incidental costs, fees and expenses (including court costs, reasonable attorneys' fees, penalties, and amounts paid by such indemnified party in settlement of any judgment or claims) arising out of or in any manner connected with or attributable to Service Provider's negligent performance of its obligations or willful misconduct under this Agreement except to the extent attributable to TVS's or such other indemnified party's negligence or willful misconduct or to TVS's breach of this Agreement. The indemnity obligations set forth in this Section or elsewhere in this Agreement will survive the expiration or earlier termination of this Agreement.

22. Insurance. Service Provider shall maintain, or cause to be maintained, throughout the term of this Agreement, at no cost to TVS or other parties, insurance as follows:

- a. Comprehensive, broad form general liability insurance, in an amount not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars \$2,000,000 per aggregate.
- b. Workers' compensation, as required by law, and employer's liability in an amount not less than One Million Dollars (\$1,000,000).
- c. Automobile liability insurance for owned, hired or non-owned vehicles, in an amount not less than One Million Dollars (\$1,000,000), combined single limit.
- d. Professional liability insurance or equivalent covering all negligent acts, errors and omissions in the performance of Service Provider's obligations under this Agreement, in an amount not less than One Million Dollars (\$1,000,000), combined single limit.
- e. Service Provider shall name TVS, RPAL and City as additional insured's on its general liability, automobile liability and professional liability policies.

23. TVS shall maintain, or cause to be maintained, throughout the term of this Agreement, at no cost to Service Provider or other parties, insurance as follows:

- a. Comprehensive, broad form general liability insurance, in an amount not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars \$2,000,000 per aggregate.
- b. Workers' compensation, as required by law, and employer's liability in an amount not less than One Million Dollars (\$1,000,000).
- c. Automobile liability insurance for owned, hired or non-owned vehicles, in an amount not less than One Million Dollars (\$1,000,000), combined single limit.
- d. TVS shall name Service Provider as an additional insured on its general liability and automobile liability policies.

24. The Policies provided hereunder shall be non-cancelable and non-amendable unless notice in writing is given to Service Provider and TVS not less than ten (10) business days prior to the effective date of any cancellation or amendment. Such notice shall not derogate from the continuing obligation to maintain insurance pursuant to this Agreement. A duplicate original of each policy and certificates of renewal shall timely be provided by Service Provider. If any policy is a claims made policy and not an occurrence policy, either appropriate claims made or tail insurance shall be maintained in full force for that period of time after termination of this Agreement required under applicable law to continue to provide insurance protection to Service Provider pursuant to this Agreement with respect to occurrences prior to the termination of this Agreement.

25. Termination of agreement

- a. Service Provider's Default.

- i. If Service Provider shall be in material default in the performance of any of Service Provider's obligations under this Agreement and such default shall continue for twenty (20) days after written notice from TVS to Service Provider designating such default, or if such default cannot be cured within a twenty (20) day period and Service Provider has not commenced such cure and is not diligently pursuing such cure, and which such cure, in any event, shall not exceed thirty (30) days to cure,
- ii. if Service Provider shall make any general assignment for the benefit of creditors,
- iii. if Service Provider shall be insolvent or otherwise shall fail to pay Service Provider's debts as they become due,
- iv. there shall be filed against Service Provider any petition for adjudication as a bankrupt, or for reorganization, or for any arrangement, or for any relief under the Bankruptcy Act or under any other federal or state insolvency act that is not discharged within sixty (60) days thereafter, or
- v. if Service Provider or any of its employees or agents shall engage in criminal misconduct, willful and wanton misconduct, or commit intentional fraud,

then, and in any such event, TVS may, but shall not be obligated to, terminate this Agreement by written notice to Service Provider given at any time thereafter while such default or other event shall be continuing, in which event this Agreement shall terminate upon the giving of such notice (unless such notice shall specify that such termination shall be effective at a later date, in which event this Agreement shall terminate upon the later date so specified).

- b. TVS's Default. If TVS shall be in material default in the performance of any of TVS's obligations under this Agreement and such default shall continue for twenty (20) days after written notice from Service Provider to TVS designating such default, or if such default cannot be cured within a twenty (20) day period and TVS has not commenced such cure and is not diligently pursuing such cure, then, and in any such event, Service Provider may terminate this Agreement by written notice to TVS given at any time thereafter while such default or other event shall be continuing, in which event this Agreement shall terminate upon the giving of such notice (unless such notice shall specify that such termination shall be effective at a later date, in which event the agency created by this Agreement shall terminate upon the later date so specified).
- c. Termination for Convenience. TVS or Service Provider may terminate this Agreement, for any reason or no reason, upon thirty (60) days prior notice to Service Provider.
- d. Transitional Duties. Notwithstanding the termination of this Agreement under this Section, Service Provider shall be liable for and shall be obligated to perform the duties or obligations of Service Provider under this Agreement up

to and including the effective date of termination. Upon any such termination, Service Provider shall (i) deliver to TVS all materials, documents, and records pertaining to this Agreement as TVS shall request, (ii) furnish to TVS, or to anyone designated by TVS, all such information, and take all such action as TVS shall require in order to effectuate a professional, orderly and systematic ending of Service Provider's duties and activities hereunder.

26. Notices. All notices, demands, requests or other communications required or permitted under this Agreement shall be in writing and be deemed to have been properly given if personally delivered or if sent by United States certified mail, return receipt requested, or by Federal Express or other comparable courier service, postage prepaid, addressed to each and every one of the parties below. Notice shall be deemed given as of the date of personal delivery, or, if there has been no personal delivery, as of three (3) days after the date notice is sent, regardless of the date of receipt. Any party may designate a change of address by written notice to the others, given at least ten (10) days before such change of address is to become effective.

The parties entitled to receive notices are as follows:

"TVS":

3129 Ellis Street
Berkeley, CA 94703

"Service Provider":

Hope Solutions
399 Taylor Blvd, Ste 115
Pleasant Hill, CA 94523

27. No Joint Venture. Nothing herein shall be deemed or construed to create any partnership, joint venture or other form of joint enterprise between the parties hereto.
28. Agreement Not Assignable. This Agreement may not be assigned or transferred by Service Provider without the prior written consent of TVS. Without intending to limit the foregoing, Service Provider is expressly prohibited from appointing a subcontractor for the performance of any of Service Provider's obligations hereunder without the express prior written consent of TVS.
29. Entire Agreement and Binding Effect. This Agreement sets forth all the covenants, promises, agreements, conditions or undertakings, either oral or written, between TVS and Service Provider. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon TVS or Service Provider unless reduced to writing and signed by both parties hereto. This Agreement shall be binding upon and shall inure to the

benefit of the parties hereto, and, to the extent assignment does not violate the provisions of Section 10 hereof, upon their respective successors and assigns.

30. Dispute Resolution. In the event any dispute is not resolved privately by the parties hereto, the parties shall submit the issue to mediation. If the parties are unable to come to an agreement, binding arbitration shall constitute the sole remedy for the resolution of such dispute. Any of the parties may submit such dispute for binding resolution to JAMS, under its commercial arbitration rules. The arbitration shall be held in California before a single arbitrator. If the parties cannot agree on a single arbitrator within 10 days after the request of either party, such arbitrator shall be appointed by JAMS in accordance with its rules. The non-prevailing party or parties in such arbitration, as determined by the arbitrator, shall pay all costs associated with such arbitration, including the prevailing party's or parties' reasonable attorneys' fees. The arbitrator's decision shall be final and binding upon the parties and judgment thereon may be entered in any court of competent jurisdiction.

31. California Law. This Agreement is made under and shall be governed by the laws of the State of California without regard to conflict of laws principles. If a court of competent jurisdiction is unable to construe any provision of this Agreement or holds any part thereof to be invalid, such holding shall in no way affect the validity of the remainder of this Agreement.

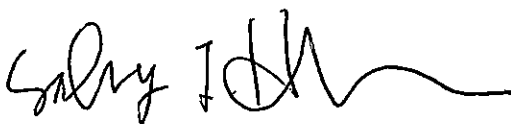
32. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and together which will constitute one and the same instrument.

33. Waiver. The failure of either party hereto to insist upon or enforce, in any instance, performance by the other party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of such party's right to assert, or rely upon, any such terms or rights on any future occasion. No waiver shall be valid unless stated in writing and executed by the party granting such waiver.

IN WITNESS WHEREOF, TVS and Service Provider have each caused their duly authorized representatives to execute this Agreement as of the date first written above.

Tiny Village Spirit

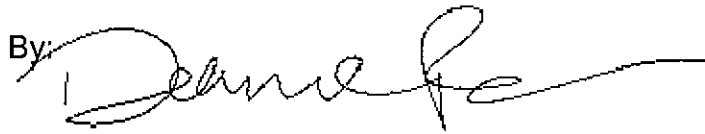
By:



Sally Hindman

Its: Executive Director

SERVICE PROVIDER Hope Solutions, a California nonprofit public benefit corporation

By: 

Deanne Pearn
Its: Chief Executive Officer