

1 [Assignment and Assumption Agreement - California Housing Finance Agency - Department
2 of Public Health and Rosa Parks II, L.P. - 1239 Turk Street (“Willie B. Kennedy Senior
Housing Development”) - \$300,000 - FY2017-2018]

3 **Resolution accepting the Mental Health Services Act (MHSA) Assignment and**
4 **Assumption Agreement Loan and related loan documents between the California**
5 **Housing Finance Agency, a public instrumentality and political subdivision of the State**
6 **of California (Assignor), and the San Francisco Department of Public Health (Assignee)**
7 **for the benefit of the Willie B. Kennedy senior housing development, located at 1239**
8 **Turk Street (Project), with Rosa Parks II, L.P., a California limited partnership as owner;**
9 **and authorizing the Mayor on behalf of the City and County of San Francisco, to accept**
10 **the Assignment and Assumption Agreement from Assignor so that Assignee may**
11 **monitor all ongoing oversight and service obligations for the Project under the MHSA**
12 **Permanent Loan Documents and the MHSA Housing Program in accordance with the**
13 **San Francisco Mental Health Services Act Integrated Plan in the loan amount of**
14 **\$300,000 for FY2017-2018.**

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16 WHEREAS, The Mental Health Services Act (MHSA), enacted through a California
17 ballot initiative (Proposition 63) in 2004, provides funding to support new and expanded
18 county mental health programs; and

19 WHEREAS, The California Housing Finance Agency (Assignor) has authority to
20 provide the capital financing for special needs housing and originated a permanent loan
21 (MHSA Permanent Loan) pursuant to the MHSA Housing Program to Rosa Parks II, L.P.,
22 (Borrower) in the amount of \$300,000 to support the construction of the Willie B. Kennedy
23 Apartments located at 1239 Turk Street, which has three units dedicated to serve the MHSA
24 senior population, as described in the MHSA Permanent Loan, MHSA Regulatory Agreement,
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1 MHSAs Promissory Note and MHSAs Deed of Trust dated July 1, 2017, collectively referred to
2 as the "MHSAs Permanent Loan Documents;" and

3 WHEREAS, Assignor and the San Francisco Department of Public Health (Assignee)
4 determined that under the particular circumstances of the Project, an assignment to the
5 Assignee of all rights and obligations pursuant to the MHSAs Permanent Loan Documents and
6 related obligations is appropriate in that Assignee is already monitoring the MHSAs housing
7 units at the Project as the county implementing agency of the San Francisco MHSAs Housing
8 Program; and

9 WHEREAS, The Borrower shall indemnify Assignor and Assignee and hold their
10 employees, officers, agents and board members harmless against all claims, losses, liabilities,
11 judgments, and costs which arise out of or in connection with the Assignment and the MHSAs
12 Permanent Loan Documents, and

13 WHEREAS, The administrative and direct costs of monitoring the MHSAs Program are
14 included in the San Francisco MHSAs Housing Program; now, therefore, be it

15 RESOLVED, That the Mayor of the City and County of San Francisco is hereby
16 authorized to accept the Assignment and Assumption Agreement of the MHSAs Permanent
17 Loan Documents (the "Assignment and Assumption Agreement") for the benefit of the Project;
18 and, be it

19 FURTHER RESOLVED, That the Board of Supervisors does hereby approve the
20 acceptance of the Assignment and Assumption Agreement of the MHSAs Permanent Loan
21 Documents for the benefit of the Project; and, be it

22 FURTHER RESOLVED, That the San Francisco Department of Public Health is hereby
23 authorized to enter into and execute the Assignment and Assumption Agreement; and, be it

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1 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
2 with respect to the acceptance of the Assignment and Assumption Agreement as consistent
3 with the documents herein and this Resolution, are hereby approved, confirmed and ratified;
4 and, be it

5 FURTHER RESOLVED, That within thirty (30) days of the contract being fully executed
6 by all parties, the San Francisco Department of Public Health shall provide the final contract to
7 the Clerk of the Board for inclusion into the official file.

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