

Attachment B

Memorandum of Understanding with HASBARCO and Partnership for Patterson Point

MEMORANDUM OF UNDERSTANDING

AMONGST

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

**PATTERSON POINT, L.P.
(PARTNERSHIP)**

**HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA
(HASBARCO)**

REGARDING

**MENTAL HEALTH SERVICES FOR DEPARTMENT OF BEHAVIORAL WELLNESS
NO PLACE LIKE HOME (NPLH) RESIDENTS OF PATTERSON POINT, AN
AFFORDABLE HOUSING DEVELOPMENT IN THE COUNTY AREA OF GOLETA,
COUNTY OF SANTA BARBARA**

This Memorandum of Understanding ("MOU") is entered into this 1st day of October 2024, among the County of Santa Barbara Department of Behavioral Wellness ("County"), Patterson Point, L.P., a California limited partnership ("Partnership"), the Housing Authority of the County of Santa Barbara ("HASBARCO"), a public body, corporate and politic, (referred to as a "Party" or collectively as the "Parties") to define the roles and responsibilities of each Party in the pursuit of securing a No Place Like Home ("NPLH") competitive funding allocation for the development of Patterson Point, a proposed affordable rental housing development at 80 N. Patterson Avenue, Goleta, California (the "Project").

RECITALS

WHEREAS, the County Board of Supervisors approved and authorized the Director of the Department of Behavioral Wellness, on behalf of the County as co-applicant with COUNTY as the approved Lead Service Provider, Patterson Point, LP as Borrower, to submit a joint application for NPLH competitive loan funds from the California Department of Housing and Community Development; and

WHEREAS, a component of the application was to provide a draft MOU for informational purposes that identifies the roles and responsibilities of the County as Lead Service Provider, the project owner, and the property manager; and

WHEREAS, the purpose of this MOU is to identify the roles and responsibilities of the County as the local mental health department and the lead service provider for the Project, the Partnership as the owner of the Project, and HASBARCO as the property manager for this Project, now that NPLH funding was awarded for the Project and the requisite permit approval and zoning approvals have been met; and

WHEREAS, Welfare & Institutions Code section 5849.9 requires that the County as the local mental health department agrees to provide mental health services and coordinate the provision of, or referral to other types of supportive services ("mental health supportive services") to NPLH tenants for a duration of 20 years pursuant to a MOU; and

WHEREAS, specifics regarding the provision of mental health supportive services by the County are set forth in a separate Mental Health Supportive Services Agreement to be entered into amongst the Parties hereto (the "NPLH Services Agreement").

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

I. RESPONSIBILITIES OF ALL PARTIES

- A. The Parties will work together to provide any additional information or execute any documents as requested by the California Department of Housing and Community Development in connection with the award of funds for this Project.
- B. Upon development and occupancy of the Project, the Parties will work together to prevent evictions of NPLH tenants, adopt and ensure compliance with Housing First principles, and facilitate the implementation of reasonable accommodation policies from rent-up to ongoing operations of the Project.
- C. Upon development and occupancy of the Project, the Parties will work together to ensure that NPLH tenants who do not speak English and those who have sensory disabilities are able to effectively communicate with the County and HASBARCO, as the property manager for the Project.
- D. Each Party agrees to comply with, and agrees to require each of its contractors or subcontractors to comply with, all applicable contractual obligations under Standard Agreement No. 21-NPLH-17353 and State and Federal laws, rules and regulations, and guidelines that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Project and the award of NPLH funds under Standard Agreement No. 21-NPLH-17353, all of which may be amended and in accord with those amendments. Notwithstanding the relationship(s) a Party may have with a contractor(s) or subcontractor(s), each Party agrees to maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its agreement with the California Department of Housing and Community Development under Standard Agreement No. 21-NPLH-17353, as may be amended.

II. PARTNERSHIP RESPONSIBILITIES AS OWNER

- A. The Partnership will provide, among other things, all required project financial and architectural design information, and environmental, local government, and funding approvals. The Partnership will secure all predevelopment, construction, and permanent funding for developing and operating the Project.

- B. The Partnership will design the Project to meet Americans with Disability Act ("ADA") requirements for accessibility.
- C. The Partnership will design the Project in such a way that fosters tenant engagement, onsite supportive services, safety and security, and sustainability.
- D. The Project will include eleven (11) newly constructed housing units set-aside for NPLH eligible persons with serious mental illness and who are chronically homeless, homeless, or at-risk of being chronically homeless ("NPLH tenants").
- E. The Project will include common facilities including a private office, a larger meeting room, a common kitchen and two handicap accessible bathrooms to support the onsite peer-led and case manager services of the lead services provider.
- F. The Partnership shall provide confidential, dedicated office space of at least 144 square feet for County-provided or County-contracted staff and access to group therapy areas. The provision of this office space shall be free of charge and for the County's exclusive use in the performance of the services hereunder.
- G. NPLH tenants will be selected through the use of a coordinated entry system ("CES") for those At-Risk of Chronic Homelessness or Chronically Homeless in accordance with the provisions of 25 CCR Section 8305 and in compliance with Housing First requirements consistent with the core components set forth in Welfare and Institutions Code Section 8255(b).
- H. If the CES existing in the County cannot refer persons At-Risk of Chronic Homelessness or Chronically Homeless, the County will use an alternate system prioritizing those with the greatest needs among those At-Risk of Chronic Homelessness or Chronically Homeless for referral to available NPLH designated units at the Project.
- I. County and the Partnership will each designate a point of contact for purposes of coordinating activities under this MOU. The points of contact will meet at least quarterly, review inventory, and discuss operational status.

III. COUNTY RESPONSIBILITIES AS SERVICE PROVIDER

- A. County or designee/subcontractor commits to provide mental health and related mental health supportive services for the NPLH tenants at the Project, or at another location reasonably accessible to NPLH tenants, for the term set forth in Mental Health Supportive Services Agreement entered into amongst the Parties hereto and concurrent with this MOU, and as may be amended, contingent upon continued availability of funding to County or designee/subcontractor to provide such services to members of the community. County or designee/subcontractor may either provide the services directly or provide the services through a subcontracted service provider. County staff will ensure NPLH tenant participation in supportive services is voluntary.
- B. Access to, or continued occupancy in housing will not be conditioned on participation in services or sobriety. Supportive services will be offered in a manner that is

voluntary, flexible and individualized, so that NPLH tenants may continue to engage with supportive services providers, even as the intensity of services needed may change.

- C. County or designee/subcontractor will participate in Residency Council meetings with onsite housing management.
- D. County or designee/subcontractor will meet regularly with HASBARCO as needed to review NPLH tenants' tenancies in order to assure integrated housing and support services with the joint goal of tenant engagement and housing retention.
- E. The compensation to County for provision of services to the Project shall be as set forth in Mental Health Supportive Services Agreement, as may be amended.

IV. HASBARCO RESPONSIBILITIES AS PROPERTY MANAGER

- A. HASBARCO will receive and screen referrals of County NPLH Housing Program applicants using the CES only. Reasonable selection criteria, as referred to in 25 CCR Section 8305(a)(1) shall include priority status under local CES developed pursuant to 24 CFR 578.7(a)(8).
- B. HASBARCO will accept tenants regardless of sobriety, participation in services or treatment, history of incarceration, credit, or history of eviction in accordance with practices permitted pursuant to Welfare and Institutions Code Section 8255.
- C. HASBARCO, after initial rent-up, will use the CES to fill vacancies, as they occur, for the eleven (11) NPLH designated units at the Project.
- D. HASBARCO will also ensure that County receives a copy of any denial notice to NPLH-eligible applicants.
- E. HASBARCO will employ and supervise an on-site property manager subject to the terms of the Project's Property Management Agreement and the Partnership's Agreement of Limited Partnership, as each may be amended from time to time.
- F. HASBARCO will participate in Residency Council meetings with County or designee/subcontractor.
- G. HASBARCO will meet regularly with County or designee/subcontractor as needed to review NPLH tenants' tenancies in order to assure integrated housing and support services with the joint goal of tenant engagement and housing retention.
- H. HASBARCO will provide County with the Project's occupancy list on a regular basis.

V. NPLH Housing Program Fund Amount

The amount of NPLH funding sought in the application is \$2,325,459 for development of eleven (11) NPLH-dedicated units, including cost of operations.

VI. Term

The Parties shall commence performance on October 1, 2024 and end performance upon completion but no later than thirty (30) years from the effective date of Standard Agreement No. 21-NPLH-17353 with the California Department of Housing and Community Development, as may be amended. It is the intent of the Parties that the County will begin providing mental health supportive services upon occupancy of NPLH tenants at the Project and will continue for the term set forth in Mental Health Supportive Services Agreement and pursuant to Section III.A above.

VII. Miscellaneous

- A. **Notices.** Any notice or consent required or permitted to be given under this MOU shall be given to the respective parties in writing, by personal delivery or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 Santa Barbara County
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To HASBARCO: Robert P. Havlicek, Jr., Executive Director
 Housing Authority of the County of Santa Barbara
 815 West Ocean Ave
 Lompoc, CA 93034
 FAX: 805-735-7672

To Partnership: Patterson Point, L.P.
 Robert P. Havlicek, Jr., Chief Executive Officer
 Surf Development Company, Managing General Partner
 815 West Ocean Avenue
 Lompoc, CA 93436
 FAX: 805-735-7672

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that any party agrees to service of process except as required by applicable law.

- B. **Amendments.** The Parties agree that the terms and conditions of the MOU may be reviewed or modified at any time. Any modifications to this MOU shall be effective only when agreed to in writing by each of County and the Partnership. Any amendments or modifications that do not materially change the terms of this MOU may be approved by the Director of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications on behalf of the County.


- C. **Entire Agreement.** In conjunction with the matters considered herein, this MOU contains the entire understanding and agreement of the Parties and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This MOU may be altered, amended or modified only by an instrument in writing, executed by the Parties to this MOU and by no other means. Each Party waives their future right to claim, contest or assert that this MOU was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this section. Any amendments or modifications that do not materially change the terms of this MOU (such as changes to the designated representatives or addresses for purposes of Notices above) may be approved by the Director of the Department of Behavioral Wellness or designee. Except as otherwise provided in this MOU, the Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.
- D. **Severability.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- E. **Successors and Assigns.** All representations, covenants and warranties set forth in this MOU, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.
- F. **Execution of Counterparts.** This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.
- G. **Authority.** All signatories and Parties to this MOU warrant and represent that they have the power and authority to enter into this MOU in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this MOU have been fully complied with. Furthermore, by entering into this MOU, each Party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the Party is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU to be effective as of the date executed by County.

Signature Page Follows

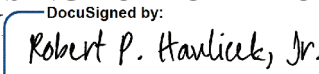
COUNTY:

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

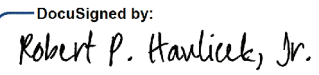
Signed by:

By: Antonette Navarro
Antonette Navarro, LMFT Director

HASBARCO:

**HOUSING AUTHORITY OF THE COUNTY OF
SAN DIEGO (CO)**

DocuSigned by:

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

PARTNERSHIP:

DocuSigned by:

By: Robert P. Havlicek, Jr.
Authorized Representative

Surf Development Company,
Managing General Partner
Robert P. Havlicek, Jr., Chief Executive Officer