

MENTAL HEALTH SUPPORTIVE SERVICES AGREEMENT

This Mental Health Supportive Services Agreement (“Agreement”) is made and entered into in the County of Santa Barbara, State of California, this ___ day of _____, 20__ (“Effective Date”), by and amongst the Housing Authority of the County of Santa Barbara, a public body, corporate and politic (“HACSB”), Hollister Lofts, L.P., a California limited partnership (the “Partnership”), and the County of Santa Barbara Department of Behavioral Wellness, a political subdivision of the State of California (“County”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the County Board of Supervisors approved and authorized the Director of Behavioral Wellness to submit a joint application for No Place Like Home (NPLH) competitive loan funds with the HACSB from the California Department of Housing and Community Development; and

WHEREAS, the joint-application 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; and

WHEREAS, the proposed development will consist of the affordable rental housing development located at 4500 Hollister Avenue in Santa Barbara, California consisting of sixteen units set-aside for eligible Transition Age Youth and Adults/Older Adults residing at the Project who meet the criteria for the No Place Like Home (“NPLH”) Housing Program target population (“NPLH tenants”). NPLH tenants will be selected through the use of a coordinated entry system (“CES”) for those At-Risk of Chronic Homelessness 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) (the “Project”); and

WHEREAS, the Parties agree that the County’s obligations pursuant to this Agreement shall begin only upon the Project receiving its certificate of occupancy; and

WHEREAS, the Partnership will be the owner of the Project; and

WHEREAS, once completed the HACSB will be the property manager subject to the Property Management Agreement, as may be amended, between the HACSB and the Partnership; and

WHEREAS, the Partnership has authorized the HACSB to act as the Partnership’s agent for purposes of this Agreement pursuant to the Property Management Agreement and subject to the terms of the Partnership’s Agreement of Limited Partnership, as may be amended; and

WHEREAS, the Partnership desires to enter into an independent contractor arrangement with County as the local mental health department at the Project for the County or its subcontractors to provide mental health supportive services for NPLH tenants; and

WHEREAS, County represents that County, County's personnel, and/or providers with whom the County may subcontract have the qualifications and experience to properly perform such services; and

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

I. GOALS

1. Deliver seamless services to avoid gaps in service;
2. Integrate services with Behavioral Wellness clinics and other Community Based Organizations and/or Agencies (CBO/CBA);
3. Empower NPLH tenants by providing skill building assistance;
4. Enhance NPLH tenants' independent living skills; and
5. Achieve and maintain stable/permanent housing for NPLH tenants.

II. COUNTY RESPONSIBILITIES

1. Scope of Services

- a. County shall provide onsite, or at another location easily accessible to tenants, the following mental health supportive services to NPLH tenants residing at the Project, and to other Project tenants as time allows, for a minimum of **40** hours per week. Services will be provided by a case manager in an on-site office, and shall include, but not be limited to:
 - i. Case management;
 - ii. Peer support activities;
 - iii. Mental health care, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
 - iv. Substance use services, such as treatment, relapse prevention, and peer support groups;
 - v. Support in linking tenants to physical health care, including access to routine and preventative health and dental care, medication management, and wellness services;
 - vi. Benefits counseling and advocacy, including assistance in accessing SSI/SSP and enrolling in Medi-Cal; and

- vii. Basic housing retention skills (such as unit maintenance and upkeep, cooking, laundry and money management).
- b. County may provide, or coordinate the provision of or referral to the following additional services as needed by individual NPLH tenants. These services or referrals may be provided onsite, or at another location easily accessible to Project tenants, and shall include, but shall not be limited to:
 - i. Recreational and social activities;
 - ii. Services for persons with co-occurring mental and physical disabilities, or co-occurring mental and substance use disorders not listed above in Section II.1.a;
 - iii. Educational services, such as supported employment, job readiness, job skills training, job placement, and retention services, or programs promoting volunteer opportunities for those unable to work; and
 - iv. Obtaining access to other needed services, such as civil legal services, or access to food and clothing.

2. Coordination Meetings

County shall participate in meetings with the HACSB including but not limited to, meetings to review NPLH tenants' tenancies in order to ensure integrated housing and supportive services for such tenants.

3. Designated Representative

County hereby designates Alice Gleghorn, Behavioral Wellness Director, as its Designated Representative and person responsible for necessary coordination with the HACSB's Executive Director or designee ("Executive Director").

III. PARTNERSHIP'S RESPONSIBILITY

1. Housing Services

The HACSB, as Property Manager and on behalf of the Partnership, shall cooperate with County as may be reasonably necessary for County to perform its services. Executive Director agrees to provide direction to County as requested regarding particular service-related requirements.

2. NPLH Unit Rental Process

The HACSB, as Property Manager and on behalf of the Partnership, shall receive and screen County referrals for tenancy at the Project under the NPLH Housing Program.

- a. NPLH tenants will be selected through the use of the County CES for those At-Risk of Chronic Homelessness 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).
- b. The HACSB will accept NPLH 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. After initial lease-up of all NPLH designated units, HACSB will use the CES to fill vacancies, as they occur, for the sixteen (16) NPLH designated units.
- d. The HACSB will provide County with a copy of any denial notice to NPLH-eligible applicants.

3. Coordination Meetings

The HACSB, as Property Manager and on behalf of the Partnership, will meet regularly with County representatives as needed to review NPLH tenants' tenancies in order to ensure integrated housing and supportive services for such tenants. The HACSB will provide County with the occupancy list for the Project on a regular basis.

IV. ADDITIONAL TERMS AND CONDITIONS

1. Method of Performing Services

Subject to the terms and conditions of this Agreement and the regulations applicable to the NPLH Housing Program, County may determine the method, details, and means of performing the services described herein.

2. Standard of Performance

County agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar services.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude County from rendering any services to any other person or entity as County in its sole discretion shall determine.

4. Coordination of Services

In accordance with the Property Management Agreement, all services are to be coordinated with the Executive Director. In the event the Property Management Agreement is terminated, such coordination shall occur between the County and the Partnership's designee, including any

necessary amendments to this Agreement or the Memorandum of Understanding between the parties.

5. Nondiscrimination

The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated into the Agreement by this reference with the same force and effect as if the ordinance were specifically set out herein, and HACSB, on behalf of itself and the Partnership, agrees to comply with that ordinance.

6. No Publicity or Endorsement

Neither the HACSB nor the Partnership shall use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. The HACSB or the Partnership shall not use County's name or logo in any manner that would give the appearance that County is endorsing the HACSB or the Partnership. Neither the HACSB nor the Partnership shall in any way contract on behalf of or in the name of County. Neither the HACSB nor the Partnership shall release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning County or its projects, without obtaining the prior written approval of County.

7. Term of Agreement

The County's obligations pursuant to this Agreement shall begin only upon the Project receiving its certificate of occupancy and shall renew automatically for additional one-year terms thereafter for a maximum of twenty (20) years, subject to annual review by the Parties at least sixty (60) calendar days before renewal, or until the occurrence of any of the following events:

- a. Upon the mutual written agreement of the parties hereto;
- b. Upon notice delivered pursuant to Section 24 below, if any party shall fail to perform its obligations under this Agreement and such failure shall continue for a period of at least sixty (60) days after written notice thereof from the party claiming such default; or
- c. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for County to provide mental health services in the fiscal year(s) covered by the term of this Agreement, then County will notify the Partnership and the HACSB of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to provide services with regard to the remainder of the term.

8. Compensation

- a. The Partnership agrees to compensate County for its services under this Agreement by providing County with office space, free of charge, for its exclusive use in the performance of its services hereunder. Such office space will be located on the first floor of the Project, must be deemed acceptable by County, at minimum including a computer access point and electrical service in the room. The Partnership agrees to grant permission and access to the County to make the office space compatible with the County's computer network and phone system.
- b. County agrees that such compensation by the Partnership shall not constitute nor be deemed a release of the responsibility and liability of County or its employees, subcontractors, agents and subconsultants for the competency of the services performed hereunder, nor shall such compensation be deemed to be an assumption of responsibility or liability by the HACSB for any defect or error in the services performed by County, its employees, subcontractors, agents and subconsultants.

9. Records

All of County's property, documents, and information provided for the Partnership or HACSB's use in connection with the services under this Agreement shall remain County's property, and the Partnership and HACSB shall return any such items whenever requested by County and upon termination of this Agreement. The Partnership and HACSB may use such items only in connection with the services provided under this Agreement. The Partnership and HACSB shall not disseminate any County property, documents, or information without County's prior written consent.

10. Confidentiality of Information

The services provided by the County under this agreement are governed by Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) § 5328; 42 United States Code (U.S.C.) § 290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The County shall maintain the confidentiality of patient records and any other health information of the NPLH tenants in accordance with applicable law.

11. Indemnity and Notification

- a. Mutual Indemnification - Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, officials, employees, agents or volunteers (the "Indemnitee") against any and all claims, damages, costs, liabilities, and expense, including attorney's fees, arising from or attributable to the Indemnifying Party's negligent acts or omissions and intentional misconduct which is brought against an Indemnitee in connection with the activities, related services or the Indemnifying Party's breach of its responsibilities under this Agreement.

- b. Notification: Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

12. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this MOU with policy limits not less than \$2,000,000 per occurrence for General Liability and Statutory Limits for Workers' Compensation.

13. Independent Contractor

- a. The HACSB and the Partnership agree that in the performance of the services, County shall be, and is an independent contractor, and that County and its employees are not employees of the Partnership or the HACSB. County has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting County.
- b. County shall be solely responsible for, and shall save the HACSB and the Partnership harmless from, all matters relating to the payment of County's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. County acknowledges that County and County's employees are not entitled to receive from the HACSB or the Partnership any of the benefits or rights afforded employees of the HACSB, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

14. No Agency

Except as otherwise stated herein or as may be specified in writing, County, and its agents, employees, subcontractors and subconsultants shall have no HACSB, express or implied, to act on behalf of the Partnership or the HACSB. Likewise, the Partnership and the HACSB and their agents, employees, subcontractors and subconsultants shall have no authority, express or implied, to act on behalf of the County in any capacity, as agents or otherwise, or to bind the County to any obligation.

15. Successors and Assigns

All representations, covenants and warranties set forth in this Agreement, 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.

16. Force Majeure

The Parties agree that none of them shall be responsible for delays or failures in performance resulting from acts beyond the control of any party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

17. Time of Essence

Time is of the essence in this Agreement and each covenant and term is a condition herein.

18. Governing Law

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

19. Compliance with Laws

The Parties agree to comply with all local, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by any Party pursuant to this Agreement.

20. 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Waiver

The HACSB, the Partnership, and County agree that no waiver of a breach of any provision of this Agreement by any Party shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of any Party to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

22. Counterparts

This Agreement 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.

23. Authority to Execute

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement 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 Agreement have been fully complied with. Furthermore, by entering into this Agreement, the HACSB and the Partnership hereby warrants that they shall not have breached the terms or conditions of any other contract or agreement to which either is obligated, which breach would have a material effect hereon.

24. Notices

Any notice or consent required or permitted to be given under this Agreement 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: County of Santa Barbara Department of Behavioral Wellness
300 Camino Del Remedio, Bldg 3
Santa Barbara, CA 93110
Attn: Director

TO HACSB: Housing Authority of the County of Santa Barbara
815 West Ocean Avenue
Lompoc, CA 93436
Attn: Executive Director

TO PARTNERSHIP: Hollister Lofts, L.P.
c/o Surf Development Company
815 West Ocean Avenue
Lompoc, CA 93436
Attn: President

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.

25. Amendment

The Parties agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement shall be effective only when agreed to in writing by each of County, the Partnership, and HACSB (if the Property Management Agreement is in effect at the time of such proposed amendment) but the Parties agree to promptly approve any

amendments needed to ensure County’s compliance with NPLH program requirements or other legal requirements affecting the provision of services hereunder. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor’s address for purposes of Notice) 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.

27. Survival

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date written above.

Signature Page Follows

DRAFT

SIGNATURE PAGE

**HACSB:
HOUSING AUTHORITY OF THE
COUNTY OF SANTA BARBARA**

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

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

By: _____
Alice Gleghorn, PH.D., Director

APPROVED AS TO FORM:
Michael C. Ghizzoni COUNTY COUNSEL

By: _____
Deputy County Counsel

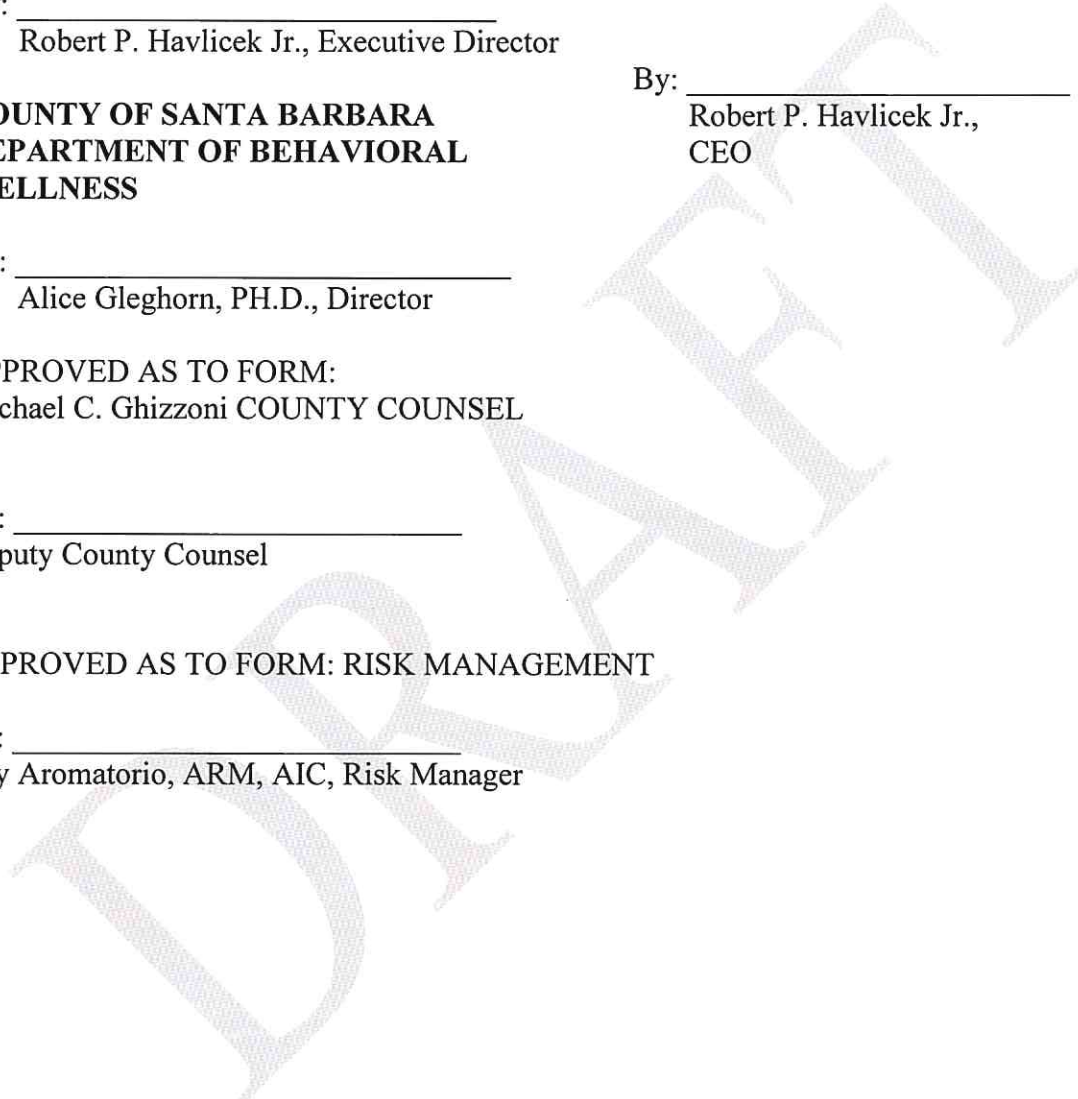
APPROVED AS TO FORM: RISK MANAGEMENT

By: _____
Ray Aromatorio, ARM, AIC, Risk Manager

**PARTNERSHIP:
HOLLISTER LOFTS, L.P.**

By: Surf Development Company
a California nonprofit public benefit
corporation, its managing general partner

By: _____
Robert P. Havlicek Jr.,
CEO



MEMORANDUM OF UNDERSTANDING

AMONGST

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

**HOLLISTER LOFTS, L.P.
(PARTNERSHIP)**

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

REGARDING

**MENTAL HEALTH SERVICES FOR DEPARTMENT OF BEHAVIORAL WELLNESS
NO PLACE LIKE HOME (NPLH) RESIDENTS OF HOLLISTER LOFTS, AN
AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF SANTA BARBARA,
COUNTY OF SANTA BARBARA**

This Memorandum of Understanding (“MOU”) is entered into this ___ day of _____, 20___, among the County of Santa Barbara Department of Behavioral Wellness (“County”), Hollister Lofts, L.P., a California limited partnership (“Partnership”) and the Housing Authority of the County of Santa Barbara (“HACSB”) (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 Hollister Lofts, a proposed affordable rental housing development at 4500 Hollister Avenue, Santa Barbara, 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 the HACSB as developer-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 is to provide a draft MOU which identifies the roles and responsibilities of the County, the project owner, other service providers, 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 supportive services provider for the Project, the Partnership as the eventual owner of the Project, and the HACSB as the eventual property manager for the Project, if NPLH funding is awarded for the Project and the Project is otherwise approved by the applicable regulating agencies after complying with the California Environmental Quality

Act (CEQA), as applicable, and undergoing the requisite permit approval and zoning processes, in addition to applying for the NPLH competitive allocation; 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 will be 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, HACSB, and County hereby agree as follows:

I. RESPONSIBILITIES OF ALL PARTIES

- A. The County and the HACSB will work together to complete a co-application for NPLH competitive funding to submit to the California Department of Housing and Community Development.
- B. Upon development and occupancy of the Project, the Parties will work together to prevent evictions of NPLH tenants, adopt and ensure compliance with harm reduction 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 the HACSB, as the property manager for the Project.

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 in such a way that fosters tenant engagement, onsite supportive services, safety and security, and sustainability.
- C. The Project is subject to the California Environmental Quality Act (CEQA) and environmental review. The County reserves the right to shape or deny the Project based on CEQA or the environmental review. The Partnership will work with the County to comply with the provisions of CEQA and the environmental review as requested by County.

- D. The Project will include sixteen (16) newly constructed housing units set-aside for NPLH eligible persons with serious mental illness who are chronically homeless, homeless, or at-risk of being chronically homeless (“NPLH tenants”).
- E. NPLH tenants will be selected through the use of a coordinated entry system (“CES”) for those At-Risk of Chronic Homelessness 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).
- F. If the CES existing in the County cannot refer persons At-Risk of Chronic Homelessness, the County will use an alternate system prioritizing those with the greatest needs among those At-Risk of Chronic Homelessness for referral to available NPLH designated units at the Project.
- G. The Partnership will confirm that the designs of the Project meet Americans with Disability Act (“ADA”) requirements for accessibility.
- D. 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.
- E. The Partnership will provide County priority office space on the first floor of the Project at no cost. At a minimum, the office space will include a computer access point and electrical service in the office. The Partnership agrees to grant permission and access to the County to make the office space compatible with the County’s computer network and phone system.

III. COUNTY RESPONSIBILITIES AS SERVICE PROVIDER

- A. County is a supportive service provider that has the capacity to provide supportive services to residents of the Project in a manner appropriate for NPLH tenants. Supportive services shall be as described in the NPLH Services Agreement.
- B. County 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 duration of this MOU, contingent upon continued availability of funding to County to provide such services to members of the community. County may either provide the services directly or provide the services through a subcontracted service provider. County and HACSB staff will make NPLH tenant participation in supportive services voluntary.
- C. 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.

- D. County will participate in Residency Council meetings with the HACSB.
- E. County will meet regularly with the HACSB 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.
- F. The compensation to County for provision of services to the Project shall be as set forth in the NPLH Services Agreement.

IV. HACSB RESPONSIBILITIES AS PROPERTY MANAGER

- A. The HACSB 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. The HACSB 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. The HACSB, after initial rent-up, will use the CES to fill vacancies, as they occur, for the sixteen (16) NPLH designated units at the Project.
- D. The HACSB will also ensure that County receives a copy of any denial notice to NPLH-eligible applicants.
- E. The HACSB 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. The HACSB will participate in Residency Council meetings with County.
- G. The HACSB will meet regularly with County 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. The HACSB 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 \$4,822,998.00 for development of sixteen (16) NPLH-dedicated units, including cost of operations.

VI. Term

This MOU shall be effective as of the date of execution by the County. 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 a minimum of twenty (20) years pursuant to Section III.B 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: County of Santa Barbara Department of Behavioral Wellness
300 Camino Del Remedio Road, Bldg 3
Santa Barbara, CA 93110
Attn: Director

To HACSB: Housing Authority of the County of Santa Barbara
815 West Ocean Avenue
Lompoc, CA 93436
Attn: Executive Director

To Partnership: Hollister Lofts, L.P.
c/o Surf Development Company
815 West Ocean Avenue
Lompoc, CA 93436
Attn: President

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, the Partnership, and HACSB (if HACSB is the Property Manager at the time of such proposed amendment). 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.

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

Signature Page Follows

HACSB:

**HOUSING AUTHORITY OF THE
COUNTY OF SANTA BARBARA**

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

COUNTY:

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

By: _____
Alice Gleghorn,
PH.D., Director

PARTNERSHIP:

HOLLISTER LOFTS, L.P.

By: Surf Development Company,
a California nonprofit public benefit corporation,
its managing general partner

Robert P. Havlicek Jr., CEO