

MEMORANDUM OF UNDERSTANDING

AMONG

COUNTY OF SANTA BARBARA

BUELLTON POLO VILLAGE, L.P.

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

REGARDING

**SPECIALTY MENTAL HEALTH SERVICES FOR DEPARTMENT OF
BEHAVIORAL WELLNESS-REFERRED RESIDENTS OF POLO VILLAGE, AN
AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF BUELLTON,
COUNTY OF SANTA BARBARA**

This Memorandum of Understanding (“MOU”) is entered into on this 12th day of July, 2022, between the **County of Santa Barbara (“County”)** on behalf of its **Department of Behavioral Wellness (“BWell”)**, **Buellton Polo Village, L.P. (“Partnership”)**, and the **Housing Authority of the County of Santa Barbara (“HASBARCO”)** (collectively referred to as the “Parties”) for the provision of mental health supportive services to Specialty Mental Health Services consumers residing in the fifteen (15) Specialty Mental Health Services-eligible designated units at 560 McMurray Road, Buellton, California (APN 137-090-067) (“Polo Village” or “Project”) and for the operations of the Project.

RECITALS

WHEREAS, Surf Development Company, among others, proposes to construct a 49-unit, affordable rental housing development at the Project. Surf Development will form the Partnership as one of the founding partners, and the Partnership will be the proposed owner of the Project; and

WHEREAS, fifteen (15) units at the Project will be set-aside for Transitional-Age Youth and Adults/Older Adults, who meet the criteria for Specialty Mental Health Services as defined in the County of Santa Barbara’s Mental Health Plan, and who are referred for tenancy by BWell. BWell will provide mental health supportive services to these tenants onsite at the Project. BWell will also refer other Project tenants to BWell clinics and other Community Based Organizations and/or Agencies if appropriate and as BWell’s time permits; and

WHEREAS, HASBARCO will manage the Project as the property manager; and

WHEREAS, HASBARCO will apply for tax credits for the Project through the California Tax Credit Allocation Committee, which facilitates the investment of private capital into the development of affordable rental housing for low-income Californians; and

WHEREAS, a component of the tax credit application is to provide a MOU that identifies the roles and responsibilities of the Parties; and

WHEREAS, the purpose of this MOU is to establish the roles and responsibilities of the Partnership as the proposed owner of the Project, BWell as the local mental health department and the proposed supportive services provider at the Project, and HASBARCO as the proposed property manager of the Project; and

WHEREAS, the specifics regarding the provision of mental health supportive services by BWell will be set forth in a separate Mental Health Supportive Services Agreement (the “Supportive Services Agreement”); and

WHEREAS, the Parties are entering into this MOU even though the Partnership is not yet formed to accommodate HASBARCO’s tax credit application deadline; and

WHEREAS, once the Partnership is formed, the Partnership will ratify this MOU and provide written notice of ratification to the County and HASBARCO; and

WHEREAS, on July 12, 2022, the Santa Barbara County Board of Supervisors approved and authorized the Director of BWell to enter into this MOU.

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

I. PARTNERSHIP RESPONSIBILITIES AS OWNER

- A. The Project will include fifteen (15) newly constructed housing units set-aside for Transitional-Age Youth and Adults/Older Adults, who meet the criteria for Specialty Mental Health Services as defined in the County of Santa Barbara’s Mental Health Plan, and who are referred for tenancy by BWell.
- B. The Partnership will confirm that the design of the Project meets the Americans with Disabilities Act requirements for accessibility including, but not limited to, a certification from the Project architect documenting the number and type of accessible units and the accessibility features of those units.
- C. Once the Partnership is formed, the Partnership will ratify this MOU and provide written notice of ratification to the County and HASBARCO within ten (10)

business days of formation.

II. BWell RESPONSIBILITIES AS SERVICE PROVIDER

- A. BWell is a mental health supportive services provider that has the capacity to provide supportive services to the Project's residents in a manner appropriate for Specialty Mental Health Services consumers. Supportive services and compensation for these services shall be described separately in the Supportive Services Agreement, which may be amended or renewed from time to time.
- B. BWell commits to provide mental health services and related mental health supports for BWell-referred, Specialty Mental Health Services-eligible tenants onsite at the Project as set forth in the Supportive Services Agreement. BWell will also refer other Project tenants to BWell clinics and other Community Based Organizations and/or Agencies if appropriate and as BWell's time permits.
- C. BWell will refer Specialty Mental Health Services consumers to HASBARCO for tenancy at the Project in the fifteen (15) units designated for Specialty Mental Health Services consumers and will prioritize homeless consumers in its referrals.

III. HASBARCO RESPONSIBILITIES AS PROPERTY MANAGER

- A. HASBARCO will receive and screen BWell-referred applicants for tenancy at the Project. The screening will include review of the completed application, a credit report, and a criminal history check. If the applicant successfully passes this screening, HASBARCO will obtain, if necessary, third-party income verification, review landlord and/or other references, and collect verification forms from BWell when a specific unit is made available.
- B. HASBARCO, after initial lease-up of all BWell-referred units, will maintain, based on referrals provided by BWell, a wait list consisting of Specialty Mental Health Services-eligible applicants. HASBARCO will use this wait list to house BWell-referred, Specialty Mental Health Services consumers, up to the fifteen (15) units set aside for this population.
- C. When HASBARCO receives a thirty-day notice of pending departure from an existing BWell-referred tenant of any appropriate unit up to the fifteen (15) units set aside for BWell-referred, Specialty Mental Health Services consumers, HASBARCO will inform BWell of the available rental unit and the names of eligible applicants on its wait list.
- D. HASBARCO will promptly provide BWell with a copy of any denial notices to BWell-referred applicants.

- E. HASBARCO will maintain a BWell-referred unit occupancy list and provide it to BWell on a regular basis.
- F. In the event that there are no suitable Specialty Mental Health Services-eligible applicants, HASBARCO will notify BWell of its intent to occupy the units with non-Specialty Mental Health Services-eligible applicants who are otherwise eligible to reside at the Project. HASBARCO will set aside additional and appropriate units, up to the BWell allotment of fifteen (15) units, as they become available.
- G. HASBARCO will serve as the Project's on-site property manager subject to the terms of the Project's Amended and Restated Property Management Agreement and the Project's Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), each dated on or about the date hereof and each as may be amended from time to time.

IV. RESPONSIBILITIES OF ALL PARTIES

- A. The Parties 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.
- B. The Parties will meet with each other regularly to review the BWell-referred, Specialty Mental Health Services tenants' tenancies in order to ensure integrated housing and support service.

V. TERM AND TERMINATION

- A. This MOU shall be effective on July 12, 2022 and shall continue until earlier terminated. Except as set forth below in Section V.B, V.C the Parties may terminate this MOU by mutual agreement.
- B. Notwithstanding any other provision of this MOU, a Party may terminate this MOU for the material breach of any of its provisions by another Party with prior written notice.
- C. Notwithstanding any other provision of this MOU, 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 the payment of services described in this MOU, the County may terminate this MOU in its sole discretion with or without prior written notice.

VI. MISCELLANEOUS

A. Designated Representatives:

1. For Partnership. Robert P. Havlicek Jr., CEO at phone number (805) 736-3423 x.4012 is the authorized representative for the Partnership.
2. For County. The Director of the Department of Behavioral Wellness at phone number (805) 681-5220 is the representative of County and will administer this MOU for and on behalf of the County.
3. For HASBARCO. Robert P. Havlicek, Jr., Executive Director, at phone number (805) 736-3423 x.4012 is the authorized representative for HASBARCO.

B. Changes. Changes in the designated representatives shall be made only after advance written notice to the other Parties.

C. Notices. Whenever it shall become necessary for a Party to serve notice on the other Parties respecting this MOU, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

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

To County: County of Santa Barbara Department of Behavioral
Wellness
300 Camino Del Remedio Road, Bldg 3
Santa Barbara, CA 93110
Attn: Director

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

D. Amendments. Should a Party desire to revise or add any provision to this MOU, such change shall be made as part of this MOU by written amendment approved in writing by the authorized representatives each party.

E. Governing Law. This MOU shall be governed by and construed in accordance

with the laws of the state of California.

- F. No Assignment. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by a Party without the prior written consent of the other Parties.
- G. Survival. All provisions of this MOU, which by their nature are intended to survive the termination of this MOU, shall survive such termination.
- H. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be effective on the date stated in the introductory clause.

FOR PARTNERSHIP:

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

By: _____
Robert P. Havlicek Jr., CEO

FOR COUNTY:

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

By: _____
Antonette “Toni” Navarro, L.M.F.T.,
Director

FOR HASBARCO:

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

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