

**AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING**

**AMONG**

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

**THE RESIDENCES AT DEPOT STREET, L.P.  
(PARTNERSHIP)**

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

**REGARDING**

**MENTAL HEALTH SERVICES FOR DEPARTMENT OF BEHAVIORAL WELLNESS  
MHSA RESIDENTS OF THE RESIDENCES AT DEPOT STREET, AN AFFORDABLE  
HOUSING DEVELOPMENT IN THE CITY OF SANTA MARIA, COUNTY OF SANTA  
BARBARA**

This Amended and Restated Memorandum of Understanding (“MOU”) is entered into this 28<sup>th</sup> day of August, 2018, between the County of Santa Barbara Department of Behavioral Wellness (“BeWell”), The Residences at Depot Street, L.P. (the “Partnership”), and the Housing Authority of the County of Santa Barbara (“HACSB”), and amends and restates that certain Memorandum of Understanding entered into between BeWell and HACSB dated February 20, 2018. The Partnership will own The Residences at Depot Street (the “Project”), an affordable rental housing development located at 201 & 205 N. Depot Street, Santa Maria, California. The intent of this MOU is to establish the roles and responsibilities of BeWell, as the local mental health department and the supportive services provider, the Partnership, as the owner of the Project, and HACSB, as the Project’s property manager. The specific responsibilities of HACSB and BeWell pursuant to this MOU are set forth in a separate Mental Health Supportive Services Agreement dated August 28<sup>th</sup>, 2018 (the “MHSA Services Agreement”). The terms of the MHSA Services Agreement are hereby incorporated by reference.

**I. THE PARTNERSHIP RESPONSIBILITIES AS DEVELOPER**

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 Project will include thirty-five (35) newly constructed housing units set-aside for MHSA eligible Transition-Age Youth and Adults/Older Adults who meet the criteria for the Mental Health Services Act (MHSA) Housing Program target population, as defined by Welfare and Institutions Code (W&I) Section 5600.3 (W&I Section 5892.5 (a)(1)) housing and state guidance, hereafter “tenants.” These units will be set-aside to the extent that there is sufficient demand. In the event that there are no suitable MHSA qualified applicants, the parties agree that the Partnership will seek BeWell’s written approval to occupy the units with non-MHSA applicants otherwise eligible to reside in the Project. The Partnership will set aside additional and appropriate units, up to the BeWell total allotment of thirty-five (35) units, as they become available. The Partnership will establish, based on referrals provided and prioritized by BeWell, an MHSA referral waiting list that consists of MHSA-eligible individuals. The Partnership will use this waiting list to house MHSA-eligible individuals, up to the thirty-five (35) units set aside for MHSA-eligible tenants.

C. The Partnership will confirm that the design of the Project meets the Americans with Disabilities Act (ADA) 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.

D. BeWell 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 BeWell office space at no cost.

## **II. BEWELL RESPONSIBILITIES AS SERVICE PROVIDER**

A. BeWell is a supportive service provider that has the capacity to provide supportive services to the Project’s residents in a manner appropriate for MHSA consumers. Supportive Services shall be as described in a separate MHSA Supportive Services Agreement entered between the parties pursuant to this MOU, as may be amended from time to time.

B. BeWell commits to provide mental health and related mental health supports for the MHSA Housing Program tenants at the Project for the duration of this MOU contingent upon continued availability of funding to BeWell. Notwithstanding anything foregoing to the contrary, if BeWell does not fulfill its obligations pursuant to this MOU or the separate MHSA Services Agreement entered pursuant to this MOU, it shall not be an event of default under the MHSA loan from BeWell to the Partnership documented on or about the date of this MOU.

C. BeWell will meet regularly with HACSB in its capacity as representative for the Partnership as needed to review MHSA Housing Program tenants’ tenancy in order to assure integrated housing and support service.

D. Compensation. The compensation to BeWell for provision of services to the Project shall be as set forth in the MHSA Services Agreement.

### **III. HACSB RESPONSIBILITIES AS PROPERTY MANAGER**

A. HACSB will receive and screen referrals of BeWell MHSA Housing Program applicants on behalf of the Partnership. The screening will include review of the completed application, credit report, and criminal history check. If the applicant successfully passes this screening HACSB will obtain, if necessary, third-party income verification, will review landlord and/or other references, with the collection of verification forms from BeWell occurring as the final step when a specific unit is made available.

B. HACSB, on behalf of the Partnership, after initial lease-up, will maintain a wait list and when HACSB receives a thirty-day notice of pending departure from an existing MHSA Housing Program tenant or any appropriate unit up to the 35 units set aside for MHSA-eligible tenants, will inform BeWell of the available rental unit and the names of eligible applicants on its wait list.

C. HACSB, on behalf of the Partnership, will also insure that BeWell receives a copy of any denial notice to MHSA-eligible applicants.

D. HACSB 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.

E. HACSB, on behalf of the Partnership, will meet regularly with BeWell as needed to review MHSA Housing Program tenants' tenancy in order to assure integrated housing and support services.

F. HACSB, on behalf of the Partnership, will provide BeWell with the Project's MHSA unit occupancy list on a regular basis.

### **IV. MHSA Housing Program Fund Amount**

BeWell has approved County MHSA Housing Program funding for the Project in the amount of \$2,410,379.91 for development of thirty-five (35) MHSA-setaside units. The terms of financing will be set forth in a separate loan agreement approved by the County Board of Supervisors and the Partnership (MHSA Loan Agreement).

### **V. Term**

This agreement shall be effective as of the date of execution by the County and shall continue thereafter for the duration of the MHSA Loan Agreement or until the occurrence of the earliest of the following events:

A. Mutual Agreement of BeWell and the Partnership;

B. Upon notice delivered pursuant to Section VI(A) 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. The parties hereto agree that any cure tendered by Wells Fargo Affordable Housing Community Development Corporation on behalf of the Partnership or HACSB shall be accepted on the same terms as if cured by the applicable party.

C. BeWell agrees that removal of HACSB and/or Surf Development Company from the Project's chain of ownership pursuant to the terms of the Partnership Agreement shall not provide a right to terminate this MOU. If HACSB is removed from the Partnership's chain of ownership pursuant to the Partnership Agreement, BeWell agrees to amend this MOU and as necessary, the MHSA Services Agreement, to replace all references to HACSB with references to the Partnership's designee.

D. This MOU shall terminate with respect to HACSB at such time as it is removed from the Partnership's chain of ownership pursuant to the Partnership Agreement.

## **VI. Miscellaneous**

A. Notices. Whenever it shall become necessary for either party to serve notice on the other 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 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: The Residences at Depot Street, L.P.  
c/o Surf Development Company  
815 West Ocean Avenue  
Lompoc, CA 93436  
Attn: President

With a copy to: Wells Fargo Affordable Housing Community  
Development Corporation  
301 S. College Street, MAC D1053-170  
Charlotte, NC 28288  
Attn: Director of Tax Credit Asset Management

B. Amendments. Should BeWell, the Partnership, or HACSB 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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be effective on the date first written above.

**AUTHORITY:**

**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:**

**THE RESIDENCES AT DEPOT  
STREET, L.P.**

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

\_\_\_\_\_  
Raymond F. Down, President

By: RDSGP LLC, a California limited liability company,  
its administrative general partner

By: Housing Authority of the County of Santa Barbara,  
a public body, corporate and politic, its managing member

\_\_\_\_\_  
Robert P. Havlicek Jr., Executive Director