

MEMORANDUM OF UNDERSTANDING
Regionally Coordinated Homeless Action Plan Commitment

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the County of Santa Barbara, (hereinafter referred to as "County") a political subdivision of the State of California, and the Santa Maria/Santa Barbara County Continuum of Care (hereinafter referred to as “CoC” and together with County, collectively, the “Parties” and each individually a “Party”);

RECITALS

WHEREAS, on September 29, 2023, the California Interagency Council on Homelessness (“Cal ICH”) announced the availability of the Regionally Coordinated Homeless Housing, Assistance and Prevention (“HHAP”) Program Round 5 (“HHAP-5”) grant funding. The California legislature appropriated \$1 billion to fund HHAP-5, which makes available \$760 million of the \$1 billion appropriated to eligible cities, counties, and Continuums of Care (“CoCs”) as the HHAP-5 base allocations and \$9.5 million for planning allocations;

WHEREAS, on February 1, 2025, the California Department of Housing and Community Development (“HCD”) released the Notice of Funding Availability (“NOFA”) for the Regionally Coordinated Homeless Housing, Assistance and Prevention Program Round 6 (“HHAP-6”). The California Legislature appropriated \$1 billion to fund HHAP-6 for Fiscal Year 2024–25, making \$760 million available in non-competitive base allocations to eligible cities, counties, and CoCs, along with additional funds to support strategic planning, technical assistance, and the long-term sustainability of interim and permanent housing solutions aimed at preventing and reducing unsheltered homelessness statewide

WHEREAS, the Continuum of Care (“CoC”) is the local planning body recognized under 24 Code of Federal Regulations section 578.7(a)(3), responsible for coordinating housing and services funding for individuals and families experiencing homelessness within Santa Barbara County. The CoC is a collaboration of local agencies, service providers, community members, and individuals with lived experience, working collectively to prevent and end homelessness. The CoC Governing Board provides overall policy direction and coordination of homeless assistance programs within the jurisdiction and plays a key role in the development and implementation of Regionally Coordinated Homelessness Action Plans required under both the HHAP Program Round 5 and Round 6, in partnership with local governments and stakeholders;

WHEREAS, the CoC works collaboratively with the County to secure federal and state funding to address homelessness, and has identified the County as its Administrative Entity to administer HHAP-5 grant funding, if awarded, including entering into the associated Funding-In Agreement

and any future amendments thereto; and has similarly designated the County as its Administrative Entity for Round 6 of HHAP-6, if awarded, in accordance with Health and Safety Code section 50239 et seq.;

WHEREAS, the **HHAP-5 Notice of Funding Availability (“NOFA”)**, issued by the **California Interagency Council on Homelessness (“Cal ICH”)**, and the **HHAP-6 NOFA**, issued by the **California Department of Housing and Community Development (“HCD”)**, identify the CoC and the County as eligible applicants for base allocation funding. Both NOFAs require that eligible applicants apply jointly as part of a “region,” which is defined under Health and Safety Code section 50230(v) as the geographic area served by a county, including all cities and the Continuum of Care within that county;

WHEREAS, a Regionally Coordinated Homelessness Action Plan (“RCHAP”) is required to be jointly developed and submitted by the CoC and the County under both the HHAP-5 and HHAP-6 NOFAs, in collaboration with community stakeholders and regional partners committed to preventing and ending homelessness in the County;

WHEREAS, in accordance with **Health and Safety Code section 50240(f)** and the requirements of both the HHAP-5 and HHAP-6 NOFAs, a Memorandum of Understanding (“MOU”) that reflects the shared responsibilities and commitments of each party as described in the RCHAP must be executed by the eligible applicants, thereby committing each signatory to participate in and comply with the RCHAP;

WHEREAS, it is the intent of the Parties hereto that this MOU be in conformity with all applicable federal, state, and local laws, and consistent with the administrative, fiscal, performance, and reporting requirements established under HHAP-5 and HHAP-6 statutes, regulations, and guidelines;

NOW, THEREFORE, the County and the CoC mutually agree as follows:

ARTICLE I

Commitments: County and the CoC acknowledge and hereby commit to participate in and comply with the actions, roles, and responsibilities outlined in the region’s HHAP-5 and HHAP-6 RCHAP, incorporated by reference herein and available at [Homeless Assistance | Santa Barbara County](#), including all amendments and updates thereto, and summarized below, in accordance with Health and Safety Code sections 50240(f), 50241, and 50243:

A. The Parties commit to the respective roles and responsibilities of each Party as they pertain to coordinated outreach and encampment response efforts; siting and utilization of publicly owned land for housing and service facilities; the development, preservation, and operation of interim and permanent housing options; and coordination, connection, and delivery of supportive

services to individuals and families experiencing or at risk of homelessness throughout the region.

B. The Parties commit to implementing the Key Actions identified in the RCHAPs that are designed to improve California System Performance Measures (CA SPMs), including metrics related to reducing unsheltered homelessness, increasing permanent housing placements, shortening lengths of time homeless, reducing returns to homelessness, and decreasing first-time homelessness.

C. The Parties commit to specific Key Actions that advance racial and gender equity in service delivery, housing placements, and housing retention, and to applying equity-focused strategies across outreach, assessment, prioritization, and program design, consistent with HHAP-6 requirements to reduce disparities among populations disproportionately impacted by homelessness.

D. The Parties commit to actions that address and reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, foster care, and behavioral health treatment facilities, through system alignment, discharge planning coordination, and referral protocols.

E. The Parties commit to identifying and coordinating the use of available local, state, tribal, and federal funding streams to effectively reduce and end homelessness, including leveraging funding from programs such as Homekey, No Place Like Home, CalWORKs, Medi-Cal, Mental Health Services Act, and the Housing Choice Voucher Program, as applicable.

F. The Parties commit to the respective roles and responsibilities of each Party to connect individuals within the region to comprehensive wraparound services from all eligible federal, state, and local benefit programs, including enrollment in public assistance programs and access to behavioral health, medical, and supportive services that promote housing stability.

G. The Parties commit to ensuring that all Eligible Applicants and subgrantees will employ the core components of Housing First, consistent with Section VI.D.2 (“Housing First Requirement”) of the HHAP-6 NOFA and as defined in Welfare and Institutions Code Sections 8255 and 8256. Housing First services shall be delivered in a low-barrier, trauma-informed, and culturally responsive manner, without requiring treatment, sobriety, or service participation as a condition of housing.

ARTICLE II

Term: This MOU replaces in its entirety all prior HHAP MOUs between the Parties related to administration of HHAP-5 and HHAP-6 funds. This MOU shall become effective on the date of full execution by both Parties and shall remain in effect for the duration of the HHAP-5 and HHAP-6 funding periods, including all reporting, compliance, and monitoring obligations, unless earlier terminated in accordance with the provisions set forth herein.

ARTICLE III

Fiscal: There shall be no remuneration between the Parties to this MOU hereunder.

ARTICLE IV

Changes to MOU: This MOU may be amended by mutual consent of the Parties, including, but not limited to, amendments that incorporate future HHAP requirements that may be requested by the funder; provided, however, that no amendment shall become effective unless in writing and duly executed by each of the Parties hereto.

ARTICLE V

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by CoC under this MOU shall participate in or attempt to influence any decision relating to this MOU which affects personal financial interest or financial interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any financial interest, direct or indirect, in this MOU or the proceeds thereof.

ARTICLE VI

Nondiscrimination:

- A. County may require CoC's services on projects involving funding from various state and/or federal agencies, and as a consequence, CoC shall comply with all applicable nondiscrimination statutes and regulations during the performance of this MOU.
- B. CoC's signatory executing this MOU shall provide any and all certifications necessary under federal laws and the laws of the State of California, including, but not limited to, Government Code Section 12990, and Title 2, California Code of Regulations, Section 11102.

ARTICLE VII

Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government

in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this MOU is funded by state funds, and County determines CoC is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, County may, in County's sole discretion, terminate this MOU, by providing CoC with seven (7) calendar days' advance written notice of such termination.

ARTICLE VIII

Fiscal Considerations: The Parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this MOU to the contrary, County may terminate this MOU in the event of nonappropriation of funds upon written notice to CoC, e.g., in the event of adoption of a proposed budget that does not provide adequate funds for the services, products, or equipment contemplated hereunder. Upon the effective date of such termination notice, this MOU shall be thereby terminated, and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors reduce or order a reduction in the budget for any County department for which services were contracted to be performed, County may, in County's sole discretion, terminate this MOU in its entirety, subject to payment due hereunder for services performed prior to such termination.

ARTICLE IX

Termination and Cancellation:

- A. **Ceasing Performance:** Either Party may immediately terminate this MOU in the event the other Party ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this MOU.
- B. **Termination or Cancellation without Cause:** Either Party may terminate this MOU in whole or in part upon seven (7) calendar days' written notice to the other Party ("Notice of Termination"), without cause. Upon receipt of a Notice of Termination, the receiving Party shall promptly discontinue all services hereunder, after appropriate and prompt transition of existing sensitive referral cases is completed, effective as of the effective date of termination set forth in such Notice of Termination, unless such Notice of Termination directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given to a Party hereunder shall be in writing and delivered by depositing same in the United States Post Office, postage prepaid and return receipt requested, to the address of such Party set forth below in this Article X, or to such other address as may be specified by such Party from time to time during the term of this MOU via written notice delivered in accordance with this Article X and Article XI, below.

Notices to County shall be addressed as follows:

COUNTY OF SANTA BARBARA
Housing & Community Development
123 E. Anapamu St 2nd Floor, Suite 202
Santa Barbara, CA 93101

Notices to CoC shall be addressed as follows:

SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE
c/o COUNTY OF SANTA BARBARA
Housing & Community Development
123 E. Anapamu St 2nd Floor
Santa Barbara, CA 93101

ARTICLE XI

Change of Address: In the event of a change in address for any Party's principal place of business, a Party's Agent for Service of Process, or notices to such Party, such Party shall notify County in writing pursuant to the provisions of Article X, above. Such notice shall become part of this MOU upon acknowledgment in writing by the receiving Party, and no further amendment of the MOU shall be necessary to reflect such address change, provided that such change of address does not conflict with any other provisions of this MOU.

ARTICLE XII

Conflict of Interest: Each Party represents that such Party has read and is aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for CoC and performing work for County and who are considered to be a Consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it is currently in effect or may hereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

CoC covenants that, during the term of this MOU, neither it, or any officer or representative of the CoC, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed under this MOU.
- B. Any other entities directly affected by, the services to be performed by this MOU.
- C. Any officer or employee of County who is involved in this MOU.

If CoC becomes aware of a conflict of interest related to this MOU, CoC shall promptly notify County of the existence of such conflict, and County may, in its sole discretion, immediately terminate this MOU by delivering a Notice of Termination to CoC.

ARTICLE XIII

Contract Administrator: The County Officer or employee with responsibility for administering this MOU is the County's Homelessness Assistance Program Manager ("County Contract Administrator"), unless and until otherwise designated by the Director of the County's Community Services Department. As of the Effective Date, the County's Homelessness Assistance Program Manager is Jett Black-Maertz.

The CoC Officer with responsibility for administering this MOU on behalf of the CoC is the CoC Chair. As of the Effective Date, the CoC Chair is Van Do-Reynoso.

ARTICLE XIV

Authorized Signatures: Each Party represents and warrants that the undersigned individual(s) executing this MOU on such Party's behalf are fully authorized to legally bind such Party to the obligations set forth herein.

ARTICLE XV

Electronic Signatures: This MOU may be executed via Electronic Signature, whether digital or encrypted, which shall have the same force and effect as manual signatures. "Electronic Signature" means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

ARTICLE XVI

Partial Invalidity: If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being thereby impaired or invalidated.

ARTICLE XVII

No Third Party Beneficiaries: Nothing in this MOU is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a Party to this MOU.

ARTICLE XVIII

Counterparts: This MOU may be executed in one or more counterparts, each of which will be deemed to be an original copy of this MOU, and all of which, when taken together, will be deemed to constitute one and the same document.

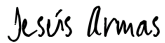
ARTICLE XIX

Entire MOU: This MOU, together with the documents referred to herein and all exhibits attached hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the Parties have executed this MOU to be effective as of the first date duly executed by all of the Parties ("Effective Date").

"COUNTY"

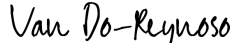
COUNTY OF SANTA BARBARA

By: 
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Date: 8/7/2025 | 1:16 PM PDT

Jesús Armas
Community Services Director

SANTA MARIA/SANTA BARBARA
CONTINUUM OF CARE

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Date: 8/7/2025 | 2:00 PM PDT

Van Do-Reynoso
CoC Board Chair