

Attachment A

Memorandum of Understanding with HASBARCO: Heritage Ridge Senior

MEMORANDUM OF UNDERSTANDING

AMONGST

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

**HERITAGE RIDGE SENIOR, L.P.
(PARTNERSHIP)**

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

REGARDING

**MENTAL HEALTH SERVICES PROVIDED BY COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS TO
HOUSING FOR HEALTHY CALIFORNIA (HHC) RESIDENTS OF
HERITAGE RIDGE SENIOR,
AN AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF GOLETA,
COUNTY OF SANTA BARBARA**

This Memorandum of Understanding ("MOU") is entered into this eighth day of April, 2025, among the County of Santa Barbara on behalf of its Department of Behavioral Wellness ("County"), Heritage Ridge Senior, L.P., a California limited partnership ("Partnership"), and 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 Housing for a Healthy California (HHC) Article 1 competitive funding allocation for the development of Heritage Ridge Senior, a proposed supportive, affordable rental housing development at the corner of Calle Koral and Camino Vista, Goleta, CA 93117, APN: 073-060-031 through -043 (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, Heritage Ridge Senior, L.P. as Borrower, to submit an application for HHC competitive loan funds from the California Department of Housing and Community Development (State HCD); and

WHEREAS, a component of the application for Housing for a Healthy California program 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 HHC 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 eligible tenants for a duration of fifty-five (55) years pursuant to State HCD Standard Agreement 21-HHCC-00013; 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 "SSA").

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

I. COUNTY RESPONSIBILITIES AS SERVICE PROVIDER

- A.** County commits to provide mental health and related mental health supportive services for eligible HHC tenants onsite at the Project, or offsite at another location easily accessible to tenants, as set forth in a separate Mental Health Supportive Services Agreement entered into amongst the Parties hereto and concurrent with this MOU, and as may be amended, contingent upon the 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.
- B.** The compensation to County for the provision of mental health and related mental health supportive services to tenants residing at the Project shall be as set forth in the Mental Health Supportive Services Agreement, as may be amended.
- C.** County will participate in Residency Council meetings with onsite housing management.
- D.** County and HASBARCO staff shall participate in coordination meetings with each other and shall meet regularly, as needed to review tenancies of HHC-eligible Project tenants in order to assure integrated housing and support services with the joint goal of tenant engagement and housing retention.
- E.** Using evidence-based models, the following Supportive Services shall apply to BWell HHC tenants ("Target Population") and to others as available. Except as otherwise noted below, the following required services shall be provided onsite at the project or offsite at another location easily accessible to tenants, with the majority of case management services offered on-site:
 - (1) Assistance accessing and linking tenants to Medi-Cal enrollment, and

enrollment in other benefits the tenant may be eligible for;

- (2) Case management;
- (3) Peer support activities;
- (4) Support in linking to behavioral healthcare, such as assessment, crisis counseling, individual and group therapy, and peer support groups;
- (5) Support in linking to primary care services, including access to routine and preventive health and dental care, medication management, and wellness services;
- (6) Benefits counseling and advocacy, including assistance in accessing Supplementary Security Income/State Supplemental Payment (SSI/SSP);
- (7) Basic housing retention skills (such as unit maintenance and upkeep, cooking, laundry, working with a landlord, getting along with neighbors, and money management); and
- (8) Services for persons with co-occurring mental and physical disabilities or co-occurring mental and substance use disorders not listed above (“Target Population”).

F. 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 tenants may continue to engage with supportive services providers, even as the intensity of services needed may change.

G. 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.

H. The following additional information shall be provided in the Supportive Services plan (HHC Article I):

- (1) Description of tenant outreach, engagement, and retention strategies to be used;
- (2) Description of each service to be offered, how frequently each service will be offered or provided depending on the nature of the service, who is anticipated to be providing the services, the location, and general hours of availability of the services;
- (3) For services provided off-site, the plan must describe what public or private transportation options will be available to HHC tenants in order to provide them reasonable access to these services. Reasonable access is access that does not require walking more than one-half mile;

- (4) Description of how the Supportive Services are culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. This includes explaining how services will be provided to HHC tenants who do not speak English or have other communication barriers, including sensory disabilities, and how communication among the services providers, the property manager and these tenants will be facilitated;
- (5) Estimated itemized budget and sources of funding for services;

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 twelve (12) units set-aside for Housing for a Healthy California Program (HHC) qualified tenants defined as persons who are homeless, chronically homeless or at-risk of being chronically homeless and a high-frequency health care user upon initial eligibility, is a Medi-Cal beneficiary, is eligible for Supplemental Security Income, is eligible to receive services under a program providing services promoting housing stability, including but not limited to Health and Safety Code Section 53595 ("HHC 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 Service 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 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. 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.** HHC tenants will be selected through the use of a Coordinated Entry System ("CES") to measure those who are homeless, at-risk of chronic homelessness, or are 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 who are homeless, at-risk of chronic homelessness, or are chronically homeless, the County will use an alternate system prioritizing those with the greatest needs among those who are homeless, at-risk of chronic homelessness, or are chronically homeless for referral to available 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.
- J.** The Partnership will be responsible for all repair and maintenance functions of the Project.
- K.** In the event termination of the Property Management Agreement between Partnership and HASBARCO regarding the Project is imminent, Partnership and HASBARCO shall give County 90 days' advanced, written notice of the termination.

III. HASBARCO RESPONSIBILITIES AS PROPERTY MANAGER

- A.** HASBARCO will receive and screen referrals of County HHC 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) and income requirements pursuant to HHC Article I Guidelines, Section 105.
- 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 twelve (12) designated units at the Project.
- D.** HASBARCO will also ensure that County receives a copy of any denial notice to 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 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.

IV. 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 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.** Projects shall employ Housing First practices that are documented in the application, property management plan, and Supportive Services plan and adhere to the Housing First core components pursuant to Welfare and Institutions Code Section 8255(b).
- D.** The property management staff and service providers must make participation in Supportive Services by HHC tenants voluntary. Access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety. The Supportive Services plan must describe the services to be made available to HHC tenants in a manner that is voluntary, flexible and individualized, so HHC tenants may continue to engage with Supportive Services providers, even as the intensity of services needed may change. Adaptability in the level of services should support tenant engagement and housing retention.
- E.** Upon development and occupancy of the Project, the Parties will work together to ensure that 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.
- F.** 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-HHCC-00013 with Heritage Ridge Senior, L.P., Surf Development Company, and HASBARCO, 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 HHC funds under Standard Agreement No. 21-HHCC-00013, 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-HHCC-00013, as may be amended. Heritage Ridge Senior, L.P., Surf Development

Company, and HASBARCO agrees to provide all amendments to County within thirty (30) days of receipt of amendments.

V. Term

The Parties shall commence performance no later than 30-days of issuance of a Certificate for Occupancy for the completed Project and end performance no later than fifty-five (55) years from the effective start date as stated in the Standard Agreement No. 21-HHCC-00013 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 HHC tenants at the Project and will continue for the term set forth in Mental Health Supportive Services Agreement and pursuant to recitals above.

VI. 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 93436
FAX: 805-735-7672

To Partnership: Heritage Ridge Senior, 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. 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.

- C. 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.
- D. 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.
- E. 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.
- F. 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.

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Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on this eighth day of April, 2025.

COUNTY:

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

By: Antonette Navarro
Antonette Navarro, LMFT, Director

HASBARCO:

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

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

PARTNERSHIP:

HERITAGE RIDGE SENIOR, L.P.

By: Bob Havlicek
Authorized Representative

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