

Attachment A

Heritage Ridge HHC SR First
Amended and Restated MOU

**FIRST AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING**

BETWEEN

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

AND

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

REGARDING

**HOUSING FOR A HEALTHY CALIFORNIA HERITAGE RIDGE SENIOR,
AN AFFORDABLE PERMANENT SUPPORTIVE RENTAL HOUSING DEVELOPMENT
IN THE CITY OF GOLETA,
COUNTY OF SANTA BARBARA**

This is the first Amended and Restated Memorandum of Understanding (“MOU”) entered into on the date executed by County between the County of Santa Barbara, on behalf of its Department of Behavioral Wellness (“BWell” or “County”), a political subdivision of the State of California, and the Housing Authority of the County of Santa Barbara (“HASBARCO”), a public body, corporate and politic; to redefine the roles and responsibilities of Housing Authority of the County of Santa Barbara and BWell in support of the development and operations of Housing for a Healthy California (HHC) Article 1 competitive funding allocation for the development and operations of Heritage Ridge Senior, an affordable rental housing development located at 6488 Camino Vista, Goleta, California 93117 (APNs 073-060-071) (the “Senior Project”).

RECITALS

WHEREAS, Heritage Ridge Senior, L.P., Surf Development Company, and HASBARCO submitted an application to the California Department of Housing and Community Development (“State HCD”) for Housing for a Healthy California (“HHC”) Article I program competitive loan funds for the development of the Senior Project; and

WHEREAS, the Project will provide 12 newly constructed housing units designated for HHC-eligible senior persons (age 62 or older), including persons with serious mental illness who are chronically homeless, 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 regardless of sobriety (“Senior Project tenants”); and

WHEREAS, HASBARCO was awarded \$5,450,000 in HHC Article I funds, and on May 5, 2023, Heritage Ridge Senior, L.P., Surf Development Company, and HASBARCO entered into Standard Agreement 21-HHCC-00013 with State HCD for the HHC Article I funds; and

WHEREAS, HHC Article I funds require a memorandum of understanding identifying the roles and responsibilities of the project owner, service providers, and property manager; and

WHEREAS, on April 8, 2025, HASBARCO, Heritage Ridge Senior, L.P., and County executed an original Memorandum of Understanding identifying the roles and responsibilities of Heritage Ridge Senior, L.P. as project owner, County as lead service provider, and HASBARCO as property manager for the Senior Project and executed a Mental Health Supportive Services Agreement specifying County's provision of mental health services to eligible Project tenants for a period of 55 years consistent with HHC Article I requirements; and

WHEREAS, subsequently, HASBARCO applied to State HCD for Homekey+ Program ("HK+") funds for the Senior Project and was awarded \$17,999,984 in HK+ funds. On July 24, 2025, HASBARCO, and State HCD executed new HHC Loan Authorization forms (OD-1) and reassigned ownership to HASBARCO, and on August 4, 2025, HASBARCO received email approval from State HCD to remove from Heritage Ridge Senior, L.P. from ownership of the Project and on October 21, 2025, HASBARCO entered into Standard Agreement 24-HK+-18616 with State HCD for the HK+ funds; and

WHEREAS, the Project is now funded with both HHC Article I funds and HK+ funds; and

WHEREAS, the Senior Project will now provide a collective of 41 newly constructed housing units designated for HK+-eligible Seniors, (age 62 and older) with one or more family members who have or are suspected of having a behavioral health challenge and experiencing or at-risk of homelessness as defined under part 578.3 of Title 254 of the Code of Federal Regulations, These individuals and households must include a person described in Welfare and Institutions Code (WIC) subdivision (c) or (d) of Section 14184.402, or a person with a substance use disorder, as described in WIC Section 5891.5. However, enrollment in Medi-Cal or in any other health plan shall not be a condition for accessing housing or continuing to be housed and sobriety is not a precondition or barrier to entry or continued tenancy ("Project tenants"); and

WHEREAS, the Senior Project will include 10 of the 41 newly constructed housing units designated to HK+ eligible Veterans where at least one Veteran is experiencing or at-risk of homelessness with a behavioral health challenge at or below 30% Area Median Income (AMI), or Veteran experiencing or at-risk of homelessness with a behavioral health challenge at or below 50% AMI and are receiving income as a result of service-connected disability benefits, or Veterans experiencing homelessness with an income of up to 60% AMI; and

WHEREAS, Heritage Ridge Senior, L.P. filed a Certificate of Cancellation of Limited Partnership with the California Secretary of State and received an issuance date of October 23, 2025 confirming the termination and on January 16, 2026, HASBARCO and State HCD executed an amended Agreement, 21-HHCC-00013-1 removing Surf Development Company and Heritage Ridge Senior, L. P. from the Senior Project; and

WHEREAS, as HASBARCO is now the sole project owner and administrator of the Project, HASBARCO and County wish to amend and restate this MOU to reflect the change in project ownership from HASBARCO and Heritage Ridge Senior, L.P. to HASBARCO and redefine the roles and responsibilities of HASBARCO and County accordingly; and

WHEREAS, the HHC Amendment 1, 21-HHCC-00013-01, updates project milestones, Senior Project specific provisions, budget, payment, report, and disbursement dates; and

WHEREAS, the HHC Amendment 1 stated that the HK+ grant and HHC loan must be cross-default and that the milestones for the HK+ grant will be same as the milestones for the HHC loan and the HHC amendment extends the term to 60 years from Effective Date and the Senior Projects requirement of affordability and County's commitment for supportive services remains 55 years.

NOW, THEREFORE, pursuant to the terms, covenants, and conditions referenced herein, County and HASBARCO 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 between County and HASBARCO and concurrent with this Amended and Restated 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 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 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;
 - i. Case management;
 - ii. Peer support activities;
 - iii. Support in linking to behavioral healthcare,;
 - iv. Support in linking to primary care services;
 - v. Benefits counseling and advocacy;
 - vi. Basic housing retention skills; and
 - vii. 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 Senior 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. HASBARCO RESPONSIBILITIES AS OWNER

- A.** HASBARCO will provide, among other things, all required project financial and architectural design information, and environmental, local government, funding approvals, and ensure completion of construction. HASBARCO will secure all predevelopment, construction, and permanent funding for developing and operating the Project.
- B.** HASBARCO will design the Senior Project to meet Americans with Disability Act ("ADA") requirements for accessibility.
- C.** HASBARCO will design the Senior Project in such a way that fosters tenant engagement, onsite supportive services, safety and security, and sustainability.
- D.** The Senior Project will include 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 Senior 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.** HASBARCO shall provide confidential, shared 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. HASBARCO 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.** County and HASBARCO 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.

- H. HASBARCO will be responsible for all repair and maintenance functions of the Senior Project.
- I. HASBARCO will 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 the Senior Project and provide these documents to Behavioral Wellness within 30 days of receipt.
- J. HASBARCO agrees to comply with, and agrees to require each of its contractors and/or subcontractors to comply with, all applicable contractual obligations under Standard Agreement No. 21-HHCC-00013 and 21-HHCC-00013 -A1 with, 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 Senior Project and the award of HHC funds under Standard Agreement No. 21-HHCC-00013 and 21-HHCC-00013-A1, all of which may be amended and in accord with those amendments. Notwithstanding the relationship(s) HASBARCO may have with a contractor(s) or subcontractor(s), HASBARCO 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. HASBARCO agrees to provide all amendments to County within 30 days of receipt of amendments and HASBARCO agrees to provide copies of all notices received from State HCD within 30 days of receipt of notice.

III. HASBARCO RESPONSIBILITIES AS PROPERTY MANAGER

- A. HHC Senior tenants will be selected through the use of a Coordinated Entry System ("CES") to measure those 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).
- B. 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 homeless, at-risk of chronic homelessness, or chronically homeless for referral to available designated units at the Senior Project.
- C. 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. CES will identify and present the referrals who meet the HHC Senior Project criteria.
- D. 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.

- E.** HASBARCO, after initial rent-up, will use the CES to fill vacancies, as they occur, for the 12 designated units at the Project.
- F.** HASBARCO will also ensure that County receives a copy of any denial notice to eligible applicants.
- G.** HASBARCO will employ and supervise an on-site property manager subject to the terms of the Project's Property Management plan and HHC requirements, as each may be amended from time to time.
- H.** HASBARCO will participate in Residency Council meetings with County or designee/subcontractor.
- I.** Senior Project 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).
- J.** Upon development and occupancy of the Senior Project, HASBARCO will work 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.
- K.** The property management staff and service providers must make participation in Supportive Services by HHC Senior 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.
- L.** Upon development and occupancy of the Senior Project, HASBARCO will work 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 Senior Project.
- M.** 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.
- N.** HASBARCO will provide County with the Senior Project's occupancy list on a monthly basis.

IV. TERM

HASBARCO shall complete all responsibilities of design, build, and permitting for this Senior Project and commence occupancy no later than 30-days of issuance of a Certificate for Occupancy for the completed Senior Project. County services will begin once Certificate for Occupancy is received and end performance no later than 55 years from the effective start as stated in the Standard Agreement No. 21-HHCC-0013 and 21-HHCC-00013-A1 with the California Department of Housing and Community Development, as may be amended. HASBARCO is entering this MOU so that the County will provide mental health supportive services beginning with the selection of occupants eligible to be HHC Senior tenants at the Senior Project and will continue for the term set forth in Mental Health Supportive Services Agreement and pursuant to recitals above.

V. 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

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 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 HASBARCO and there have been no promises, representations, agreements, warranties or undertakings by the

HASBARCO, 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 HASBARCO and County to this MOU and by no other means. HASBARCO 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 HASBARCO hereto, shall be binding upon and inure to the benefit of such HASBARCO, 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 HASBARCO shall preserve undestroyed, shall together constitute one and the same instrument.
- F. Authority.** All signatories and HASBARCO 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, HASBARCO hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which the HASBARCO is obligated, which breach would have a material effect hereon.

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SIGNATURE PAGE

First Amended and Restated Memorandum of Understanding between the **County of Santa Barbara** and **Housing Authority of the County of Santa Barbara**.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amended and Restated Memorandum of Understanding for Heritage Ridge Senior Project, to be effective on date authorized by County.

COUNTY:

COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS

DocuSigned by:
By: Antonette "Toni" Navarro
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Antonette Navarro, LMFT, Director
Date: 5/19/2026

HASBARCO:

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA (HASBARCO)

Signed by:
By: Bob Havlicek
304E7A127B314FE...
Robert P. Havlicek, Jr., Executive Director
Date: 5/18/2026