

Date: August 5, 1985

Recording requested by and when recorded return to

CLERK OF THE BOARD

Shirley M. Hall

10

H.C. MENZEL

1985-041702

SANTA BARBARA CO. CA

1985 AUG -9 PH 2: 57

8/29/85

U.S. 10

AGREEMENT TO GRANT MITIGATION FUNDS TO THE HOUSING AUTHORITY

NO FEE PER  
GOV. CODE 6103

This Agreement entered into this 5th day of Aug., 1985, between the COUNTY OF SANTA BARBARA (Hereinafter "COUNTY") and the Housing Authority of the County of Santa Barbara (hereinafter HOUSING AUTHORITY).

WHEREAS, COUNTY has received in-lieu housing mitigation funds from the Santa Barbara Business Park as a condition of project approval of 83-DP-5, to mitigate a portion of the housing demand generated by the development of their project, to be used to "augment affordable housing opportunities..."; and

WHEREAS, HOUSING AUTHORITY has requested funds to assist in the development of fourteen (14) low income rental units in the Goleta Valley area, which will be maintained as low income throughout the life of the project.

NOW THEREFORE, COUNTY AND HOUSING AUTHORITY AGREE AS FOLLOWS:

1. COUNTY agrees that the use of the in-lieu housing mitigation funds by the HOUSING AUTHORITY will provide the mitigation required of the Santa Barbara Business Park, and that the conditions concerning affordable housing for the Santa Barbara Business Park are met by implementation of this Agreement.

2. The mitigation funds provided HOUSING AUTHORITY by COUNTY under this Agreement shall be exclusively used for HOUSING AUTHORITY's development of the multi-unit residential rental property known as 5575 Armitos Avenue in Goleta, California. The property is more fully described in Exhibit A attached hereto and made a part hereof for all purposes ("Project Site").

3. HOUSING AUTHORITY agrees that occupancy and affordability requirements regarding low income group households/persons shall remain in effect for at least thirty years unless COUNTY consents to a shorter term.

4. Subject to the terms and conditions contained in this Agreement, COUNTY agrees to make HOUSING AUTHORITY a grant in an amount not to exceed the sum of One Hundred and Four Thousand Dollars (\$104,000) to assist HOUSING AUTHORITY in developing fourteen residential low income rental units on the project site which are intended to be maintained as an affordable rental housing project for low income tenants, as defined in HOUSING AUTHORITY regulations.

85-11,025

5. It is understood by the parties hereto that the funds being used for the purposes of the Agreement are in-lieu housing mitigation funds furnished to the COUNTY as a condition of project approval for Santa Barbara Business Park, 83-DP-14, and that the COUNTY will only be obligated to furnish project funds to HOUSING AUTHORITY up to \$104,000. COUNTY shall incur no liability to HOUSING AUTHORITY, its officers, agents, employees, suppliers or contractors for any failure or delay in dispensing the grant. Further, HOUSING AUTHORITY shall indemnify and hold COUNTY harmless from any liability or damage resulting from any delay in making any such payments.

6. If at any time within applicable statutory periods of limitation it is determined by COUNTY that funds provided for under the terms of this Agreement have been used by or on behalf of HOUSING AUTHORITY in a manner or for a purpose not authorized or prohibited by said Agreement, HOUSING AUTHORITY shall, at COUNTY's request, pay immediately to COUNTY an amount equal to one hundred ten percent (110%) of any amount expended in violation of said Agreement.

7. HOUSING AUTHORITY shall indemnify, defend and save the COUNTY, its agents, officers and employees harmless from and against any and all active and passive liability, claims, suits, actions, damages, and/or causes of action arising during the term of this Agreement or arising out of the development of the project site, out of any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law or ordinance or other cause in connection with the activities of HOUSING AUTHORITY, its employees or agents or on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes and from and against all costs, counsel fees, expenses incurred in obtaining expert testimony and the attendance of witnesses, expenses and liability incurred in and about any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered therein.

8. HOUSING AUTHORITY agrees that it shall comply with all the provisions of this agreement and regulations adopted pursuant thereto and with all other local, State and Federal laws and regulations applicable to the project to be conducted hereunder. Without limiting the generality of the foregoing, HOUSING AUTHORITY:

A. Shall not, on the grounds of race, color, national origin, sex, religion, age or handicap when otherwise qualified:

1.) Deny any person any service or other benefit provided under the project;

2.) Provide any person any service or other benefit which is different, or is provided in a different form from that provided to others under the project;

3.) Subject any person to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the project;

4.) Restrict in any way the enjoyment of an advantage or privilege enjoyed by others receiving any service or benefit under the project;

5.) Treat an individual differently from others in determining whether he satisfied any admission, enrollment eligibility membership, or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the project;

6.) Deny an opportunity to participate in the project as an employee.

B. Shall comply with the provisions of COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code), attached hereto as Exhibit B and made a part hereof for all purposes.

C. Shall incorporate and follow any procedures, practice, rules, indexes and guidelines required by any local, State or Federal law, regulation or guideline.

9. HOUSING AUTHORITY understands that COUNTY's objective in this Agreement is to satisfy the conditions of approval of Santa Barbara Business Park, 83-DP-14, for use of housing mitigation funds to augment affordable housing opportunities, and to obtain and provide housing affordable to eligible income families.

10. The conditions of this Agreement and the respective rights and obligations of the parties hereunder shall be binding upon the heirs, assigns and successors in interest of each of the parties.

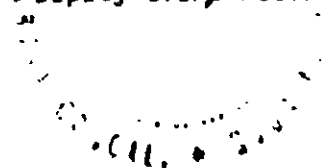
IN WITNESS WHEREOF, the parties have entered into this agreement on the date appearing below.

Dated: Aug 5 1985 By *Melanie Hamrick* COUNTY OF SANTA BARBARA

ATTEST:

HOWARD C. MENZEL  
County Clerk-Recorder

By *Therese M. Hall*  
Deputy Clerk-Recorder



Signature(s) must be notarized

Housing Authority of the  
County of Santa Barbara  
By *Richard L. Weber*  
Vice-Chairman

Dated: July 11, 1985

APPROVED AS TO FORM:

KENNETH L. NELSON  
COUNTY COUNSEL

By *Byrnie R. Feldman*  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

KRISTI M. JOHNSON  
AUDITOR CONTROLLER

By *Daniel P. Vitos*

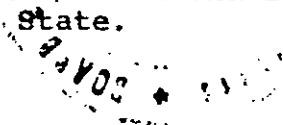
STATE OF CALIFORNIA )  
 )  
COUNTY OF SANTA BARBARA ) SS.

On August 5, 1985 before me, the undersigned, a Deputy Clerk-Recorder in and for said County and State, personally appeared DeWayne Holmdahl, personally known to me to be the Chairman of the Santa Barbara County Board of Supervisors, State of California, and that he acknowledged to me that he executed the foregoing Agreement to Grant Mitigation Funds to the Housing Authority on behalf of the County of Santa Barbara.

WITNESS my hand and official seal this 5th day of August, 1985.

HOWARD C. MENZEL, County Clerk-Recorder  
and ex-officio Clerk of the ~~Santa~~  
Barbara County Board of Supervisors.

By *DeWayne Holmdahl*  
Deputy Clerk-Recorder in and for  
said County and State.



State of California )  
County of Santa Barbara) ss.

On this 11th day of July, in the year 1985, before me MARY ELLEN JACOBS, a Notary Public in and for the County and State above shown, personally appeared Leland I. Gerber, personally known to me to be the person who executed this instrument as Vice-Chairman of the HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA and acknowledged to me that the HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA executed it.

(Seal)



*Mary Ellen Jacobs*

On 10/16/83  
E 1340350 VEM  
Loan No.

1340350 VEM

RECORDED BY



83-43507  
SEP 16 3 28 PM '83

OFFICIAL RECORDS  
SANTA BARBARA COUNTY  
RECORDS & REVENUE  
CLERK-RECORDER

WHEN RECORDED MAIL TO:  
Housing Authority of the County  
of Santa Barbara  
815 West Ocean Avenue  
Lompoc, CA. 93436

NO FEE PER  
GOV. CODE 6103

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:  
N/A

DOCUMENTARY TRANSFER TAX EXEMPT  
..... Computed on the consideration or value of property conveyed. OR  
..... Computed on the consideration or value less liens or encumbrances  
remaining at time of sale.

Signature of Declarant or Agent determining tax Firm Name

### CORPORATION GRANT DEED

✓ APN 71-090-73 (PT)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MCR TECHNOLOGY, INC., A MICHIGAN CORPORATION, formerly Minicars, Inc.

a corporation organized under the laws of the State of Michigan

does hereby

GRANT to

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA

the real property in ~~the~~ unincorporated area of the  
County of Santa Barbara

State of California, described as

Parcel 2 of Parcel Map No. 13430 as shown on Map filed in Book 31, Pages 97 and 98 of  
Parcel Maps, in the Office of the County Recorder of Santa Barbara County.

Dated September 13, 1983

MCR TECHNOLOGY, INC., a Michigan  
Corporation

STATE OF CALIFORNIA  
COUNTY OF  
Santa Barbara

By Donald Friedmann President

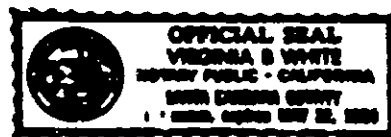
On September 13, 1983

before me, the undersigned, a Notary Public in and for said  
State, personally appeared Donald Friedmann

By \_\_\_\_\_ Secretary

known to me to be the \_\_\_\_\_ President, MCR

WITNESSE my hand and official seal  
Signature \_\_\_\_\_



## CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY THAT THE INTEREST IN THE REAL PROPERTY CONVEYED BY THE GRANT DEED DATED SEPTEMBER 13, 1983 FROM MCR TECHNOLOGY TO HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA, A PUBLIC AGENCY OF THE STATE OF CALIFORNIA, IS HEREBY ACCEPTED BY ITS DULY AUTHORIZED OFFICER AND CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

DATED THIS 16<sup>th</sup> DAY OF SEPTEMBER, 1983.

HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA,  
A PUBLIC AGENCY OF THE STATE OF CALIFORNIA

BY:



William C. Poelke  
Executive Director



EXHIBIT B  
UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows.

**SECTION 1.**

A new article is hereby added to Chapter 2 of the Santa Barbara County Code reading as follows:

**ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS**

**Sec. 2-94. Exceptions.**

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

**Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices.**

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and/or services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor

is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agent of the county. No records or copies of such records may be removed from the premises of contractor and no disclosure, oral or written of such record, may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

#### Sec. 2-95.5. Exceptions

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

#### Sec. 2-96. Purchase Orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the state Fair Employment Practice Commission or the federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

#### Sec. 2-97. Affirmative Action Officer.

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the state Fair Employment Practices Commission or the federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)