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AUG 27 2018

CITY OF BUELLTON

FIRST AMENDMENT  
TO THE  
COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA AND  
THE CITY OF BUELLTON FOR PARTICIPATION IN THE  
SANTA BARBARA URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM FOR THREE FEDERAL FISCAL YEARS (2016-2018)

This First Amendment to the Cooperation Agreement between the County of Santa Barbara and the City of Buellton for Participation in the Santa Barbara Urban County Community Development Block Grant Program for Three Federal Fiscal Years ("COOPERATION AGREEMENT") is made and entered into this 1<sup>ST</sup> day of September 2018, by and between the County of Santa Barbara, a subdivision of the State of California ("COUNTY"), and the City of Buellton a municipal corporation within COUNTY ("CITY").

WHEREAS, the COOPERATION AGREEMENT was made and entered into on May 28, 2015, between the COUNTY and the CITY and,

WHEREAS, on August 16, 2018, the U.S. Department of Housing and Urban Development (HUD) advised the County of a typographical error in Section 2 TERM AND AUTOMATIC RENEWAL of the COOPERATION AGREEMENT and requires that the Cooperation Agreement be amended to correct the error; and

WHEREAS, Section 2 of the COOPERATION AGREEMENT incorrectly identifies the term as federal fiscal years 2016-2018, commencing on October 1, 2015 and terminating on September 30, 2019; and

WHEREAS, COUNTY and CITY desire to comply with HUD and amend the COOPERATION AGREEMENT to correctly identify the effective term of the COOPERATION AGREEMENT as commencing on October 1, 2015 and terminating on September 30, 2018; and

WHEREAS, Section 2 TERM AND AUTOMATIC RENEWAL of the COOPERATION AGREEMENT contains the provision that the COOPERATION AGREEMENT automatically renews to a new consecutive three-year term for federal fiscal years 2019-2021 unless CITY provides written notice to COUNTY in accordance with the dates and deadlines identified in the HUD CPD Notices published annually for each CDBG qualification period that CITY elects not to participate in a new qualification period; and

WHEREAS, in accordance with Section 2 of the COOPERATION AGREEMENT, CITY received notice from COUNTY of its right to be excluded from the Urban County prior to the start of the next three-year term; and

WHEREAS, CITY did not notify COUNTY of its desire to withdraw from the SANTA BARBARA URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM for the next qualification period of federal fiscal years 2019-2021, commencing on October 1, 2018 and terminating on September 30, 2021 and by its signature on this First Amendment, CITY intends to continue its participation in the URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM for FFYs 2019-2021; and

NOW THEREFORE, Section 2 of the COOPERATION AGREEMENT is hereby amended to read, "The term of this Agreement shall be the COUNTY CDBG Urban County qualification period of the federal fiscal years 2016-2018, commencing on October 1, 2015 and ending on September 30, 2018, unless an earlier date of termination is fixed by HUD, pursuant to the Act. Notwithstanding the above, if there are activities undertaken pursuant to this Agreement that are not yet completed or funded, then for the purpose of those activities only, this AGREEMENT shall remain in effect until all CDBG funds received pursuant to this AGREEMENT, and any program income received with respect to activities carried out pursuant to this Agreement, are expended, and the funded activities are completed.

#### Process

COUNTY will notify CITY no later than May of the renewal year, or in accordance with the applicable Community Planning and Development (CPD) notice pertaining to Urban County qualification, of its right to be excluded from the Urban County prior to the start of a successive three-year term. CITY will have until June of the renewal year, or in accordance with the applicable CPD notice pertaining to Urban County qualification, to notify COUNTY and the HUD Field Office of its decision to cease participating in the Urban County. The specific dates for these deadlines will be based on the most recent HUD CPD notice. The dates specified in the most recent HUD CPD notice will supersede timelines and dates described in this Agreement.

In addition, this Agreement automatically renews to new consecutive three-year terms unless CITY provides written notice to COUNTY in accordance with the dates and deadlines identified in the HUD CPD Notices published annually for each CDBG qualification period that CITY elects not to participate in a new qualification period.

The Parties agree to adopt amendments to this Agreement incorporating any changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to a subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations. Failure to adopt amendments incorporating changes necessary to meet HUD requirements shall result in the automatic renewal provisions being voided.

COUNTY'S Chief Executive Officer is hereby authorized to amend the COOPERATION AGREEMENT on behalf of COUNTY to make administrative changes or to incorporate any changes necessary to meet HUD's requirements for cooperation agreements or as requested by HUD to comply with statutory requirements; provided however, that such changes will not alter the intent of the COOPERATION AGREEMENT.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their respective duly authorized officers.

**ATTEST:**

MONA MIYASATO  
Clerk of the Board

By:

\_\_\_\_\_  
Deputy Clerk of the Board

**COUNTY:**

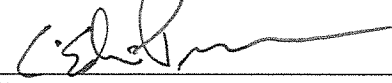
County of Santa Barbara,  
a political subdivision of the State of  
California

By:


\_\_\_\_\_  
Das Williams, Chair  
Board of Supervisors

**APPROVED AS TO ACCOUNTING  
FORM:**

THEODORE FALLATI, CPA, CPFO  
AUDITOR-CONTROLLER

By:   
\_\_\_\_\_  
Deputy

By:

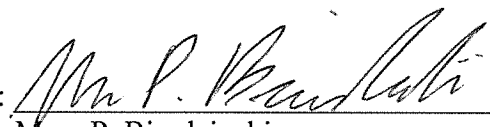
  
\_\_\_\_\_  
George Chapjian, Director  
Community Services Department

**APPROVED AS TO FORM**

COUNTY COUNSEL

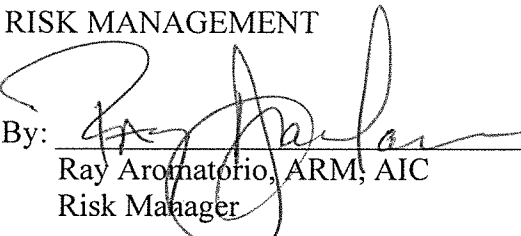
By:   
\_\_\_\_\_  
Deputy County Counsel

**CITY OF BUELLTON**

By:   
\_\_\_\_\_  
Marc P. Bierzinski  
City Manager

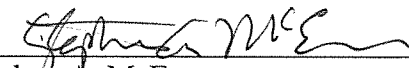
**APPROVED AS TO FORM:**

RISK MANAGEMENT

By:   
\_\_\_\_\_  
Ray Aromatorio, ARM, AIC  
Risk Manager

Dated: 8/27/18

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen A. McEwen  
City Attorney

Dated: 8/23/18