

FIRST AMENDMENT
TO THE
COOPERATION AGREEMENT FOR THE SANTA BARBARA COUNTY HOME
CONSORTIUM

This First Amendment to the Cooperation Agreement for the Santa Barbara County HOME Consortium (hereinafter referred to as “First Amendment”) is entered into by and between the City of Santa Maria (hereinafter referred to as the CITY) and the County of Santa Barbara (COUNTY), acting as the “Lead Entity” for the Santa Barbara County Urban County, which consists of the County of Santa Barbara, and the cities of Buellton, Solvang, and Carpinteria (URBAN COUNTY CITIES), and as the “Lead Entity” for the Santa Barbara County HOME Consortium, which consists of the URBAN COUNTY CITIES and the City of Goleta (HOME CONSORSIUM CITIES), this agreement being effective as of August 22, 2017.

WITNESSETH:

WHEREAS, the COUNTY and HOME CONSORTIUM CITIES are parties to that certain Cooperation Agreement for the Santa Barbara County HOME Consortium (“Consortium Agreement”), executed on June 16, 2015 for program years 2016–2017, 2017-2018, and 2018-2019, ending on June 30, 2019, attached hereto as Exhibit B;

WHEREAS, the City of Santa Maria has requested to enter into the HOME Consortium for the third year, beginning July 1, 2018, of the three-year period of the HOME Consortium period that began on July 1, 2016 and terminates June 30, 2019 as evidenced by a letter received from the City of Santa Maria dated July 7, 2017 and attached hereto as Exhibit A;

WHEREAS, Subsection 3 of Section 17 NEW MEMBERS of the Consortium Agreement states, “AUTHORITY TO AMEND AGREEMENT TO ADD NEW MEMBERS. The LEAD ENTITY is authorized to amend the Consortium Agreement on behalf of the entire Consortium to add new members to the Consortium”;

WHEREAS, as stated in Section 7 of the Consortium Agreement, COUNTY is the Lead Entity for the Santa Barbara County HOME Consortium;

WHEREAS, in the recitals of the Consortium Agreement it states “...cities which are not members of the urban county may choose to join the HOME Consortium by signing a HOME Consortium Agreement;

WHEREAS, the CITY is not participating in the County of Santa Barbara Urban County due to its “Entitlement” status under the federal Community Development Block Grant (CDBG) program but has indicated through resolution by its elected officials that it desires to join the Santa Barbara County HOME Consortium; and

WHEREAS, the County as Lead Entity of the Consortium agrees to add CITY to the HOME Consortium as evidenced by the execution of this First Amendment to the Cooperation Agreement for the Santa Barbara County HOME Consortium.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. TRUE AND CORRECT. The above recitals are true and correct.
2. JOIN THE CONSORTIUM. It is the desire of the COUNTY and CITY to include CITY in the Santa Barbara County HOME Consortium. By the execution of this First Amendment, CITY is hereby added as a HOME Consortium member.
3. AGREEMENT TO INCORPORATE CONSORTIUM AGREEMENT. COUNTY and CITY agree that the intent of this First Amendment is to add CITY to the existing COOPERATION AGREEMENT FOR THE SANTA BARBARA COUNTY HOME CONSORTIUM and that all terms of the Consortium Agreement remain in full force and effect and are binding upon CITY. The Consortium Agreement is attached hereto as Exhibit B.
4. TERM OF FIRST AMENDMENT. The term of this First Amendment begins on August 22, 2017 and terminates in accordance with the terms specified in the Consortium Agreement.
5. AVAILABILITY OF HOME FUNDS. In accordance with Section 17.2 of the Consortium Agreement, HOME funds shall not be available to the CITY for the Program Year 2018-2019 unless the U.S. Department of Housing and Urban Development (HUD) includes the CITY in its calculation for distribution of HOME funds.
6. OPPORTUNITY TO JOIN CONSORTIUM FOR PROGRAM YEARS 2019-2020, 2020-2021, and 2021-2022. Pursuant to Section 5 of the Consortium Agreement and applicable HUD regulations and notices, COUNTY will extend to CITY an opportunity to join the HOME Consortium for the three-year renewal period commencing on July 1, 2019 and ending on June 30, 2022.
7. CITY and COUNTY each hereby certify that it is authorized to enter into this First Amendment. Authorizing Resolutions from the governing bodies of CITY and COUNTY are incorporated into this First Amendment under Exhibits C and D respectively and made part of this First Amendment.
8. PROGRAM ADMINISTRATION. Pursuant to Section 7 of the Consortium Agreement, the Lead Entity for this Consortium shall be the County of Santa Barbara (COUNTY). The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with Title 24, Part 92 of the Code of Federal Regulations. The Lead Entity shall be specifically responsible for the City of Santa Maria in the same manner as for the City of Goleta as described in Section 7.1 of the Consortium Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year first above written. This First Amendment may be executed in counterparts, each of which shall be an original and all of which together constitute one and the same agreement.

“COUNTY”
COUNTY OF SANTA BARBARA

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA CPFO
AUDITOR-CONTROLLER

By: _____
Mona Miyasato
County Executive Officer

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
George Chapjian
Community Services Dept. Director

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

“CITY”
CITY OF SANTA MARIA
a municipal corporation

By: _____
Richard J. Haydon
City Manager

APPROVED AS TO FORM:
GIL TRUJILLO, CITY ATTORNEY

By: _____

APPROVED AS TO FORM:
MELLISSA GUERRERO, CITY RISK MANAGER

By: _____



CITY OF SANTA MARIA
COMMUNITY DEVELOPMENT DEPARTMENT
Special Projects Division, Extension 2118

110 SOUTH PINE STREET, ROOM 107 • SANTA MARIA, CA 93455 • 805-925-0951 • FAX 805-928-0535 • www.cityofsantamaria.org/specialprojects

July 7, 2017

ATTENTION: Arnold Sison, HUD CPD Representative
Laurie Baker, Grants & Program Manager/County of Santa Barbara

SUBJECT: **CITY OF SANTA MARIA REQUEST TO REJOIN THE SANTA
BARBARA COUNTY HOME CONSORTIUM**

This letter is a formal request by the City of Santa Maria to rejoin the Santa Barbara County HOME Consortium. Up until a little over a year ago, the City had been participating in the HOME Program as part of the County Consortium since 1995.

The City originally joined the Consortium because it did not qualify at that time as a HOME Participating jurisdiction on its own. With Santa Maria being the most populous city in Santa Barbara County, two years ago the City opted to leave the Consortium with the hopes of qualifying as a HOME Participating jurisdiction. HUD Headquarters calculated the City's eligibility and found that the City is still not eligible to receive entitlement funds from HOME. As a result of HUD's determination, the City would like to rejoin the County's HOME Consortium, beginning with program year July 2018 (the third year in the current three-year Consortium period) so that it can provide affordable housing opportunities to its residents.

Thank you for your assistance in this matter. If you need additional information, please contact me at (805) 925-0951, extension 2381 or by email at rnarez@cityofsantamaria.org. We look forward to your response.

ROSIE NAREZ
Community Programs Manager

cc: Rick Haydon, City Manager
Chuen Ng, Community Development Director
Alicia Vela, Grants Specialist
Dinah Lockhart, Deputy Director County Housing and Community Development

**COOPERATION AGREEMENT FOR THE
SANTA BARBARA COUNTY HOME CONSORTIUM**

This Agreement is entered into by and between the City of Goleta (hereinafter referred to as CITY) and the County of Santa Barbara (COUNTY), acting as the “Lead Entity” for the Santa Barbara County Urban County, which consists of the County of Santa Barbara, and the cities of Buellton, Solvang, and Carpinteria (URBAN COUNTY CITIES), whereby CITY, COUNTY, and URBAN COUNTY CITIES are “Consortium Members,” this agreement being effective as of 6/16, 2015.

WITNESSETH:

WHEREAS, there has been enacted into law the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 (HOME), the primary objective of which is to increase the supply of decent affordable housing to low- and very low-income Americans; and

WHEREAS, 24 CFR 92.101 provides direction under the HOME Program which authorizes contiguous units of general government to join together in a consortium; and

WHEREAS, 24 CFR 570.3(3) defines an Urban County under 102(a)(2) of title I of the Housing and Community Development act of 1974 as amended (42 U.S.C. 5301 et seq.) (‘Act’), and the COUNTY and the cities of Buellton, Solvang, and Carpinteria have joined to form an Urban County to receive federal entitlement funds under the Community Development Block Grant (CDBG) Program and the Emergency Solutions Grant (ESG) Program; and

WHEREAS, since 1994 the CITY, the COUNTY, and the URBAN COUNTY CITIES have participated in the Santa Barbara County HOME Consortium, and have agreed to renew their membership in the HOME Consortium for subsequent three-year participation cycles;

WHEREAS, the publication of the 2013 HOME Final Rule on July 24, 2013 made a number of changes to the HOME Program which are applicable to all HOME-funded projects to which HOME funds are committed on or after August 23, 2013, with the exception of some provisions which take effect after this date to allow Participating Jurisdictions (PJ) time for implementation; and

WHEREAS, when an urban county participates in the HOME Program, the county and the participating cities are also Consortium Members of the HOME Consortium; and

WHEREAS, cities which are not members of the urban county may choose to join the HOME Consortium by signing a HOME Consortium Agreement; and

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Santa Barbara HOME Consortium

WHEREAS, Goleta is not a participating city under the County of Santa Barbara Urban County but has indicated through resolution by their elected officials that they wish to continue to participate with the Urban County to renew the Santa Barbara County HOME Consortium for another three-year cycle; and

WHEREAS, it is the desire of COUNTY, CITY and URBAN COUNTY CITIES to extend their consortium agreement so as to continue to implement the objective of increasing the local supply of decent affordable housing available to low- and very-low-income residents; and

WHEREAS, COUNTY has agreed to be designated as the Lead Entity of the Consortium and was authorized under the Urban County Cooperation Agreement, and as referenced in HUD Notice CPD-13-002, to execute the Consortium Agreement on behalf of the other members; and

WHEREAS, it is the desire of COUNTY, CITY and URBAN COUNTY CITIES that this Agreement be renewed every three years unless COUNTY or CITY or URBAN COUNTY CITIES elects not to participate in the consortium in an upcoming qualification period; and

WHEREAS, this agreement supersedes and replaces the prior Consortium Agreements.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **TRUE AND CORRECT.** The above recitals are true and correct.
2. **RENEW A CONSORTIUM.** CITY, URBAN COUNTY CITIES and COUNTY hereby renew a consortium, hereinafter the "Consortium," for the purpose of receiving HOME funds and promoting affordable housing.
3. **COMPLIANCE WITH LAW.** All members of the Consortium agree to comply with the applicable portions of: Title 24, Subtitle A, Part 92 of the Code of Federal Regulations (C.F.R.); the Housing and Community Development Act of 1974 as amended; Title 24, Chapter V, Part 570 of the C.F.R.; Title 24, Subtitle A, Part 58 of the C.F.R.; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 109 of the Housing and Community Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11246, 11063 and 11593; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; Title 24, Part 42 of the C.F.R.; OMB Circular A-122 and Attachments A, B, C, F, H, N and O; the Archeological and Historical Preservation Act of 1974; the Architectural Barriers Act of 1968; the Hatch Act (Chapter 15 of Title 5, U.S.C.); the Flood Disaster Protection Act of 1974; the Clean Air Act (42 U.S.C. Section 1857 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.); the Drug-Free Workplace Act of 1988.

Cooperation Agreement
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- 3.1 **FAIR HOUSING.** Each member of the Consortium shall affirmatively further fair housing.
4. **TERM OF AGREEMENT.** This Agreement supersedes the prior Consortium Agreement and shall go into effect upon the signature of all parties. This agreement includes the initial three-year qualification period, which is FFY 2016, 2017, and 2018, and each successive three-year period as renewed pursuant to Section 5. In accordance with CFR §92.101(e), this Agreement cannot be terminated for a minimum of three Federal Fiscal Years, which are FFY 2016, 2017, and 2018 or during the successive three-year period upon renewal.
- 4.1 The Program Year for all Consortium members operates July 1 through June 30, 2016-17, 2017-18 and 2018-19.
5. **RENEWAL AND TERMINATION.** This Agreement shall be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each upon written notice by CITY to COUNTY. No later than the date specified by HUD's consortia designation notice or HOME consortia web page, the Lead Entity shall notify each CITY and URBAN COUNTY CITY in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

Within 30 days of the Lead Entity's notifications to each CITY, the CITY shall notify the Lead Entity in writing if the CITY chooses to participate in the Consortium for the next qualification period. Failure by the CITY to notify the COUNTY in writing of its decision will result in the City's non-participation in the next 3 year qualification period. The Lead Entity shall notify the HUD Field Office of the CITY's and/or URBAN COUNTY CITY's decision whether to participate before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 CFR. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The renewal of this Agreement will be void if the Lead Entity fails to notify a Consortium Member or the HUD field office as required under this renewal provision or the Lead Entity fails to submit a copy of each amendment to this Agreement as required under this renewal provision.

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6. **REQUIRED AMENDMENTS.** Notwithstanding the above, in the event that amendments to this Agreement are necessary to meet cooperation agreement requirements identified in the applicable Consortia Qualification Notice, the CITY, URBAN COUNTY CITIES and COUNTY must amend this Agreement for the subsequent three-year qualification period. In such event COUNTY must submit the amendment to HUD as specified in the Consortia Qualification Notice. Failure to comply with the requirements set forth in this Section 6 will void the automatic renewal provision of this Agreement set forth in Section 5, above.

Any substantive changes to this Agreement must be approved in writing by all Consortium Members. However, should it become necessary to amend this Agreement to meet HUD requirements without making substantive changes and without altering the intent of this Agreement, such changes may be made administratively after notifying CITY and URBAN COUNTY CITIES' Administrators/Managers and COUNTY Chief Executive Officer (CEO).

7. **PROGRAM ADMINISTRATION.** The Lead Entity for this Consortium shall be the County of Santa Barbara (COUNTY). The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with Title 24, Part 92 of the Code of Federal Regulations. The Lead Entity shall be specifically responsible for the following:

7.1 **RESPONSIBILITY FOR GOLETA.**

- (a) Receipt, disbursement and accounting of all HOME Program and matching funds;
- (b) Submission of a Consolidated Plan or other subsequent document as required by HUD;
- (c) Submission of all reports and data as may be required by HUD;
- (d) Preparation of annual sub-recipient agreements;
- (e) Technical assistance on all aspects of the HOME Program.

7.2 **RESPONSIBILITY FOR URBAN COUNTY CITIES.**

- (a) Issuance of all Notices of Fund Availability (NOFAs);
- (b) Contract preparation and management for all HOME projects and activities;
- (c) Receipt, disbursement and accounting of all HOME Program and matching funds not administered by the CITIES;
- (d) Submission of a Consolidated Plan or other subsequent document as required by HUD;
- (e) Submission of all reports and data as may be required by HUD;
- (f) Technical assistance on all aspects of the HOME Program.

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8. **CONTRACT ADMINISTRATION.** The County Chief Executive Officer (CEO) or his/her designee shall be the Lead Entity Administrator and shall administer this Agreement on behalf of the COUNTY. Each CITY or URBAN COUNTY CITY Administrator/Manager shall administer this Agreement on behalf of each city. CITY and URBAN COUNTY CITIES agree to supply to the Lead Entity within a reasonable period of time after request, progress reports or other documentation as shall be required by the Lead Entity Administrator to audit performance of this Agreement.
9. **RECORDS AND REPORTS.** The Lead Entity Administrator shall maintain records as required by HUD. All records, including and not limited to records identified in CFR § 92.508, of the Lead Entity and each participating jurisdiction respecting individual projects and programs shall be open and available for inspection by auditors assigned by HUD and/or the CITY or URBAN COUNTY CITIES during normal business hours of COUNTY. Each CITY and URBAN COUNTY CITIES shall submit such reports and information as may be necessary for the Lead Entity to fulfill its obligations as administrator of the Consortium.
10. **INDEMNIFICATION AND INSURANCE.**

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

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B. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

11. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement must be provided either by certified mail or personal service.
12. **DISTRIBUTION OF FUNDS.** HOME Funds shall be suballocated to Consortium members based on the following formula:

A + B + 2C / the Grand Sum of All Formula Totals for each CITY , URBAN COUNTY CITY and unincorporated COUNTY = Relative Percentage of Distribution

Where A equals the CITY's, URBAN COUNTY CITY's or unincorporated COUNTY's population, B equals the number of overcrowded households within said CITY, URBAN COUNTY CITY or unincorporated COUNTY, C equals the number of households within said CITY, URBAN COUNTY CITY or unincorporated COUNTY at or below the poverty rate.

All figures used for formula factors shall be based upon the most current census data available and all terms shall be as defined by the Census Bureau. The resulting sum of A + B + 2C for each CITY, URBAN COUNTY CITY or unincorporated COUNTY is divided by the grand sum of all the individual CITY, URBAN COUNTY CITY and unincorporated COUNTY 'A + B + 2C' sums.

The resulting Percentage of Distribution for each CITY, URBAN COUNTY CITY or unincorporated COUNTY is multiplied by the annual available Project Funds. The amount of annual available Project Funds is determined by:

The Annual HOME Allocation less 10% Administrative Costs and less 15% Community Housing Development Organization CHDO setaside = Project Funds

The Annual HOME Grant Award is the annual allocation of HOME funds from HUD minus ten percent (10%) for Administrative Costs, which will be retained by the COUNTY.

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Santa Barbara HOME Consortium

- 12.1 **HOME CONSORTIUM.** The Lead Entity will maintain a list of HOME-eligible projects ("Project Pipeline") that have applied or may apply for HOME funds in the current year or future years. The Lead Entity will make the list available to Consortium Members.

The Project Pipeline includes requests for funds from HOME Consortium Members, or other project applicants. Projects not made known to the County for inclusion on the 'Project Pipeline' list will not be considered for funding. A project's inclusion on the Project Pipeline list does not guarantee funding or imply a priority for funding. Projects must be on the pipeline for a minimum of 30 days and be eligible and must meet all requirements (such as having entitlements, and other funding in place) prior to receiving a funding reservation or commitment. Consortium Members are strongly encouraged to report to Lead Entity any potential projects for inclusion in the Project Pipeline at the earliest possible time.

The Lead Entity will convene various steering and technical advisory committees to advise the LEAD ENTITY on the use of HOME Consortium funds. The LEAD ENTITY will take funding recommendations to the County Board of Supervisors for consideration and final funding decisions.

- 12.2 **METHOD OF FUNDING NOTIFICATION.** No later than 30 calendar days from notification by HUD that HOME Investment Partnership funds have been awarded to the Consortium, the Lead Entity shall notify each Consortium Member of its respective funding amount. Each Consortium Member will have up to 180 calendar days from the date of notification to identify one or more eligible project for the use of its pro rata share of HOME funds. The Consortium Member agrees that the LEAD ENTITY may accept applications for HOME-eligible projects on a year-round basis. However, for planning purposes, the LEAD ENTITY will include in its annual Notice of Funding Availability (NOFA) a request that potential applicants submit a Letter of Intent to Apply (LOI) if the applicant intends to apply for HOME funds within the next year. Therefore, the Consortium Member should consider making all or a portion of its suballocation of HOME funds available to all potential projects.

A completed HOME application for the project must be received by the Lead Entity from the owner/developer of the project. The proposed project will be added to the Project Pipeline, in accordance with Section 12.1. The LEAD ENTITY encourages each Consortium Member's legislative body to approve any Consortium Member-proposed project in time to be included in the draft Urban County Action Plan and approved by the County Board of Supervisors for the upcoming program year. If a project is not identified by a Consortium

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Member during that 180-day period, that Consortium Member's share of HOME funds shall be made available to projects listed in the Project Pipeline according to Section 12.1.

A project shall be considered eligible if it conforms to the requirements of 24 CFR §92, Subpart E and is within the administrative capacity of the implementing jurisdiction. HOME funds must be committed (with an executed contract) within two years of the allocation year and expended within five years.

12.3 USE OF PRIOR YEAR(S) FUNDING.

- a. In the interest of fair share allocations and broad county-wide use of funds, an eligible project by a Consortium Member that did not receive allocation awards in the previous three-year cycle shall be given funding priority in the current cycle. This funding priority will consist of a minimum level of funding from the COUNTY's pro-rata allocation equal to the share of unspent funds returned to the HOME pool in the prior years. The allocation should provide a minimum level of funding equal to the share of unspent funds returned to the HOME funding pool in the prior years.
- b. The three-year cycle in paragraph a. presumes the member CITY participated in the previous three-year cycle in order to be given funding priority in the current three-year cycle.
- c. When considering funding of projects, consideration should be given to project readiness, the number of housing units produced, and/or number of persons served, geographic distribution and urgency of project. COUNTY shall be responsible for tracking unspent funds returned to the HOME funding pool, and prior years' projects and associated fund amounts.
- d. The COUNTY as Lead Entity of the HOME Consortium reserves the right to determine HOME eligibility of proposed projects and to reallocate uncommitted funds, or funds committed to projects that are not progressing in compliance with HOME Program rules, to other eligible projects in order to meet HOME program deadlines and requirements.

12.4 ADMINISTRATIVE FEES. HUD permits that up to 10% of the HOME allocation be used for the administration of the HOME program. As the Lead Entity of the HOME Consortium, COUNTY will deduct 10% from the annual HOME allocation for the management of the HOME program, prior to calculation of the Consortium Member's suballocation.

- 12.5 **COMMUNITY HOUSING DEVELOPMENT ORGANIZATION (CHDO) SET-ASIDE.** The HOME Program requires that a minimum of 15% of HOME funds (accumulated from all years) be spent on projects which are owned, developed or sponsored by Lead Entity-certified CHDOs. The Lead Entity will reserve 15% from the annual HOME allocation, prior to calculation of Consortium Members' suballocations, to be awarded to Lead Entity-certified CHDOs.
- 12.6 **MATCHING CONTRIBUTIONS.** The Consortium shall be responsible for meeting the federal matching requirements of §92.218 through §92.220 of the CFR for all activities proposed under the Consortium. The match requirements may be passed down to housing developers on a project-by-project basis; however, the accountability remains with the Consortium Member for HOME funds expended from its pro rata share. COUNTY as Lead Entity will be responsible for tracking and reporting match obligations and match 'credits' to HUD. Any eligible sources of match which are contributed on eligible projects by a Consortium Member and by Project Sponsors shall also be reported to the Lead Entity as a matching contribution. Upon request, the Lead Entity shall assist and advise Consortium Members in determining eligible projects and sources of matching funds. If Consortium Member and/or COUNTY fees are waived for a project, such fee waivers shall be provided as HOME match.
- 12.7 **EXCLUSION OF FUNDS.** This Agreement applies only to those funds received under the HOME Program and program income generated by HOME funds and matching contributions. This Agreement does not apply to or control funds other than those described in this section.
- 12.8 **CONSORTIUM'S OBLIGATION TO DISTRIBUTE FUNDS.** If HOME funds are not awarded to the Consortium by HUD or if the Agreement is terminated or suspended, the Lead Entity has no obligation to provide HOME funding to HOME Consortium Members.
13. **HOUSING PROGRAMS AVAILABLE TO CONSORTIUM MEMBERS.** The Consortium recognizes the creation and preservation of affordable housing in Santa Barbara County as a high priority under the Five-Year Consolidated Plan. However, the HOME Program allows for additional types of housing-related programs. The Lead Entity will work with Consortium Members to design and implement programs that will be administered by Consortium Members and/or their subcontractors. The implementation of the programs will be determined by the Consortium and will depend upon the availability of funding to operate the program and the administrative capacity of the Lead Entity, Consortium member and/or subcontractor(s).

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- 13.1 **HOMEBUYER ASSISTANCE PROGRAM.** The Lead Entity and/or Consortium member may consider operating a Homebuyer Assistance Program for eligible prospective homebuyers. The program will provide loans to eligible households to purchase eligible properties.
- 13.2 **OWNER-OCCUPIED REHABILITATION PROGRAM.** The Lead Entity and/or Consortium Member may consider operating a homeowner rehabilitation loan program for eligible owner-occupied units.
14. **LOCAL HOME TRUST FUND.** As required by HUD, HOME Program Income is maintained in a local HOME Trust Fund account. The local HOME Trust Fund account of the Consortium's HOME Program includes deposits of HOME funds disbursed from the Treasury account; any program income (from both the allocated funds and matching contributions in accordance with the definition of program income), and any repayments or recaptured funds as required by §92.503. The local account will be interest-bearing.
- Lead Entity has the responsibility for monitoring and reporting to HUD on the use of any such local HOME Trust Fund monies and the Lead Entity shall require appropriate record keeping and reporting by CITY and URBAN COUNTY CITIES as may be needed for this purpose. In the event the Consortium dissolves, any HOME program income that is on hand or received subsequent to the dissolution shall be paid into the local HOME Trust Fund administered by the Lead Entity for use by former Consortium Members from which the program income was received, pursuant to a written agreement as provided for in §92.503(a)(1). In the event the Consortium is renewed at the end of the three-year term of this agreement, any currently participating Consortium Member that does not continue to participate in the HOME Consortium and does not execute a written agreement pursuant to §92.503(a)(1) automatically forfeits any and all future program income.
15. **CONSOLIDATED PLAN.** The Lead Entity shall be responsible for preparation and submission of a consolidated plan or subsequent document that may replace the Consolidated Plan under 24 CFR 91.
16. **APPROVAL OF CONSOLIDATED PLAN:** The Consolidated Plan, or other subsequent document that may replace the Consolidated Plan, shall not be submitted to HUD until it has been approved by a majority of the designated representatives of the HOME Consortium.
- 16.1 **AMENDMENTS TO THE CONSOLIDATED PLAN:** Any required amendments to the Consolidated Plan, or other subsequent document required by HUD, shall be made in accordance with 24 CFR Part 91.

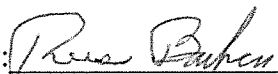
Cooperation Agreement
Santa Barbara HOME Consortium

- 16.2 **STATE CERTIFICATION:** The LEAD ENTITY will obtain written certification from the State every three years declaring that the Consortium will direct its activities to the alleviation of housing problems within the state, as required by 24 CFR 92.101.
- 16.3 **SUBMISSION OF CAPER:** The LEAD ENTITY has primary responsibility for preparing and submitting the Consolidated Annual Performance and Evaluation Report (CAPER) to HUD, which is due to HUD 90 days after the close of the program year. In order to prepare the CAPER, the LEAD ENTITY will request information from the Consortium Members at least quarterly on HOME funded programs and projects.
17. **NEW MEMBERS.** New members to the Consortium may be allowed upon receipt of a request to join the Consortium as provided for below.
- 17.1 **AUTHORIZING RESOLUTIONS.** Each request to join the Consortium must be accompanied by certified copies of authorizing resolutions by the governing body of the joining city.
- 17.2 **AVAILABILITY OF HOME FUNDS.** HOME funds shall not be available to a new member of the Consortium until the fiscal year in which HUD includes that city in its calculations for distribution of HOME funds.
- 17.3 **AUTHORITY TO AMEND AGREEMENT TO ADD NEW MEMBERS.** The LEAD ENTITY is authorized to amend the Consortium Agreement on behalf of the entire Consortium to add new members to the Consortium.
18. **AUTHORITY TO JOIN CONSORTIUM.** Each Consortium Member hereby certifies that it is authorized to enter into this Agreement. Authorizing Resolutions from the governing body of each local government joining the Consortium are incorporated into this Agreement under Attachment A and made part of this Agreement.
19. **COOPERATION IN UNDERTAKING HOUSING ASSISTANCE UNDER HOME.** Each member of the Consortium agrees to cooperate to undertake or to assist in the undertaking of housing assistance activities for the HOME Program.

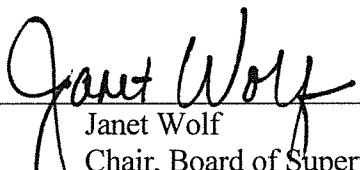
Cooperation Agreement
Santa Barbara HOME Consortium

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written. This agreement may be executed in counterparts, each of which shall be an original and all of which together constitute one and the same agreement.

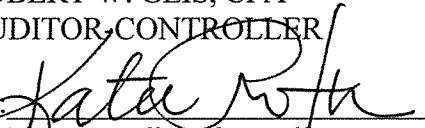
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

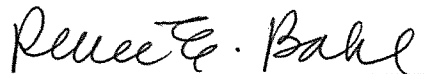
By: 
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:


By: 
Janet Wolf
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

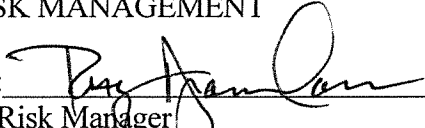
By: 
Deputy Auditor-Controller

By: 
Renée E. Bahl
Interim Community Services Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: 
Risk Manager

Cooperation Agreement
Santa Barbara HOME Consortium

Attachment A: Consortium Member Authorizing Resolutions
City of Solvang
City of Buellton
City of Goleta
City of Carpinteria

Attachment B: County Counsel legal opinion

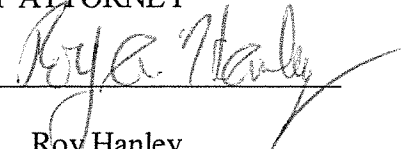
ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM,

CITY OF SOLVANG:

By: 
Brad Vidro

APPROVED AS TO FORM:
CITY ATTORNEY

By: 
Roy Hanley

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF BUELLTON:

By: Marc P. Bierdzinski
Marc P. Bierdzinski

APPROVED AS TO FORM:
CITY ATTORNEY

By: Stephen A. McEwen
Stephen A. McEwen

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF GOLETA:

By: 
Michelle Greene

APPROVED AS TO FORM:
CITY ATTORNEY

By: 
Tim Giles

ATTACHMENT A

COOPERATION AGREEMENT TO FORM A HOME CONSORTIUM

CITY OF CARPINTERIA:

By: 

Dave Durflinger, City Manager

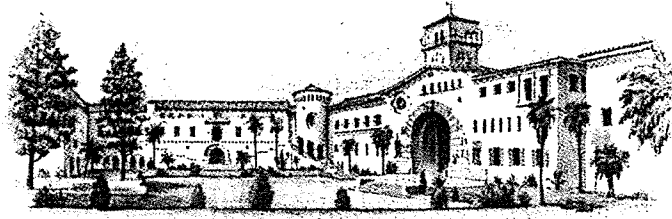
APPROVED AS TO FORM:

By: 

Peter N. Brown, on behalf of
Brownstein, Hyatt, Farber, Schreck, LLP
Acting as City Attorney for the City of Carpinteria

COUNTY OF SANTA BARBARA

Michael C. Ghizzoni
County Counsel
Scott Greenwood
Deputy County Counsel



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Santa Barbara, CA 93101
Telephone: (805) 568-2950
FAX: (805) 568-2983
Email: sgreenwood@co.santa-barbara.ca.us

COUNTY COUNSEL

Mr. William Vasquez, Director
Office of Community Planning and Development
U.S. Department of Housing and Urban Development
611 W. 6th Street, Room 800
Los Angeles, CA 90017

Attn: Cynthia Blatt, CPD Representative

Re: County Counsel Legal Opinion for County of Santa Barbara, California,
Re-Qualification for FY 2016-18 Urban County and HOME Consortium
Entitlement Status to Receive CDBG, HOME and Emergency Shelter Grants

Dear Director Vasquez and Ms. Blatt:

This opinion is rendered in connection with the submission to HUD by the County of Santa Barbara ("County") for re-qualification for FY 2016-18 Urban County and HOME Consortium Entitlement Status to receive CDBG, HOME, and Emergency Shelter Grants.

In rendering this opinion, we have reviewed the Urban County Cooperation Agreements for Community Development Block Grant Funds between the County and the cities of Buellton, Carpinteria and Solvang ("Urban County Cities"). We have also reviewed the Cooperation Agreement for the Santa Barbara HOME Consortium between the County and the Urban County Cities and the Cities of Goleta and Santa Maria.

As required by CPD Notice 15-04 Section V Paragraph B, we are of the opinion that the terms and provisions of the Urban County Cooperation Agreements are fully authorized under State and local law and that the agreements provide full legal authority for the County. Furthermore, as required by CPD Notice 13-002, we are of the opinion that the terms and provisions of the HOME Consortium Agreement are fully authorized under state and local law. (*See e.g., Cal. Gov. Code §§ 23004, 26227 and 53703*). We are also of the opinion that the HOME Consortium Agreement provides full legal authority for the Santa Barbara HOME Consortium to undertake or assist in undertaking housing assistance activities for the HOME program.

Sincerely,



MICHAEL C. GHIZZONI
COUNTY COUNSEL

RESOLUTION NO. 2017 - 101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA, CALIFORNIA, AUTHORIZING THE RENEWAL OF A COOPERATION AGREEMENT BETWEEN THE COUNTY OF SANTA BARBARA FOR THE SANTA BARBARA COUNTY HOME CONSORTIUM FOR THE FINAL YEAR OF THE THREE-YEAR CYCLE

WHEREAS, the HOME Investment Partnerships Act under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 was enacted for the primary objective of increasing the supply of decent affordable housing to low- and very low-income residents; and

WHEREAS, 24 CFR 92.101 provides direction under the HOME Investment Partnerships Program (HOME) which authorizes contiguous units of general government to join together in a consortium; and

WHEREAS, the County of Santa Barbara and the Cities of Santa Maria, Goleta, Carpinteria, Buellton and Solvang, not being individually eligible for a formula allocation, desire to cooperate and participate in a consortium for purposes of receiving HOME funds and promoting affordable housing; and

WHEREAS, the City of Santa Maria first started participating in the Santa Barbara County HOME Consortium in 1995; and

WHEREAS, the City submitted a request to the U.S. Department of Housing and Urban Development (HUD) for qualification as a Participating Jurisdiction (direct grantee for HOME funds) and HUD has determined that the City does not meet the minimum threshold amount established by Congress under the current allocation formula, and will not qualify as a direct grantee; and

WHEREAS, it is the desire of the City to renew the consortium agreement so as to continue receiving an annual allocation of HOME funds to provide decent affordable housing for low- and very low-income residents in Santa Maria.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California, as follows:

1. The City Manager and/or his designee(s) is/are hereby authorized to renew the HOME Consortium Cooperation Agreement with the County of Santa Barbara and the participating cities for the HOME Program for Federal Fiscal Year 2018 and to act on behalf of the City of Santa Maria in all manner of business related to the functions of the Santa Barbara County HOME Consortium.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria held this 15th day of August 2017.

/s/ ALICE M. PATINO

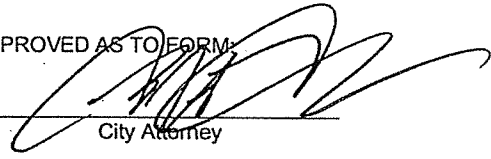
Mayor

ATTEST:

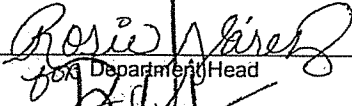
/s/ RHONDA M. GARIETZ, CMC

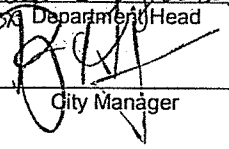
Chief Deputy City Clerk

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO CONTENT:


Department Head


City Manager

STATE OF CALIFORNIA)
COUNTY OF SANTA BARBARA) ss.
CITY OF SANTA MARIA)

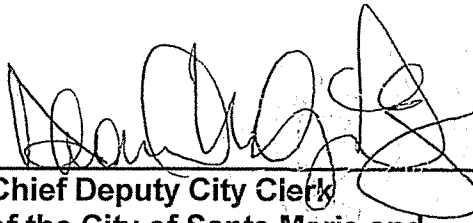
I, RHONDA M. GARIETZ, CMC, Chief Deputy City Clerk of the City of Santa Maria and ex officio Clerk of the City Council DO HEREBY CERTIFY that the foregoing is a full, true and correct copy of Resolution No. 2017-101 which was duly and regularly introduced and adopted by said City Council at a regular meeting held August 15, 2017, and carried on the following vote:

AYES: Councilmembers Boysen, Cordero, Moats, Waterfield,
 and Mayor Patino.

NOES: None.

ABSENT: None.

ABSTAINED: None.



Chief Deputy City Clerk
of the City of Santa Maria and
ex officio Clerk of the City Council