

**2013-2015
Supportive Housing Program
Subrecipient Agreement
(\$122,209)**

BETWEEN

County of Santa Barbara

AND

Good Samaritan Shelter



Lompoc Transformative Housing

Supportive Housing Program

Catalog of Federal Domestic Assistance Number 14.235

Contract Number CA1123B9D031100

COUNTY OF SANTA BARBARA

2013-2015 SUPPORTIVE HOUSING PROGRAM SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered by and between the County of Santa Barbara (herein called the "COUNTY") and Good Samaritan Shelter (herein called the "SUBRECIPIENT"),

WITNESSETH THAT:

WHEREAS, the Supportive Housing Program is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11301 et seq.) hereinafter called the "Act"; and

WHEREAS, the United States of America, through its Department of Housing and Urban Development (HUD) released a Notice of Funding Availability for the Continuum of Care Homeless Assistance Competition (NOFA) published on August 31, 2011; and

WHEREAS, COUNTY responded to the NOFA by submitting an application for Lompoc Transformative Housing (herein called the "SUBRECIPIENT PROGRAM") to HUD on October 28, 2011; and

WHEREAS, HUD notified COUNTY that its application for SUBRECIPIENT PROGRAM was selected for funding on September 23, 2013; and

WHEREAS, SUBRECIPIENT desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. DEFINITIONS

The following terms have the following meanings wherever used in this Agreement, attached exhibits, or documents incorporated into this Agreement by reference:

"ADMINISTRATIVE COSTS" mean the costs of administering funds under this Agreement as specified in 24 CFR 583.135.

"AGREEMENT" means this legally binding contract entered into by and between COUNTY and SUBRECIPIENT.

"COUNTY" means the County of Santa Barbara, a political subdivision of the State of California.

"HOMELESS" is defined in 24 CFR 583.5, as may be amended, and means: (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living

arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(2) An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within fourteen (14) days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(3) Unaccompanied youth under twenty-five (25) years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C., § 5732a); section 637 of the Head Start Act (42 U.S.C., § 9832); section 41403 of the Violence Against Women Act of 1994 (42 U.S.C., § 14043e-2); section 330(h) of the Public Health Service Act (42 U.S.C., § 254b(h)); section 3 of the Food and Nutrition Act of 2008 (7 U.S.C., § 1012); section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C., § 1786(b)); or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C., § 11434a); all implementing regulations; and, all as may be amended; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance; (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(4) Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing.

"ELIGIBLE COSTS" mean costs eligible for payment under the Supportive Housing Program as specified in 24 CFR 583.100(a), 583.120, 583.125, and 583.135 and subject to the limitations set forth in 24 CFR 583.150.

"HOMELESS MANAGEMENT INFORMATION SYSTEM" ("HMIS") means the information system that meets the requirements set forth in 24 CFR 583.301(b) and designated by COUNTY to capture client-level information over time on the characteristics and service needs of individuals and families experiencing homelessness.

"HUD" means the United States Department of Housing and Urban Development.

"OPERATING COSTS" mean costs incurred by SUBRECIPIENT for the day-to-day operation of SUBRECIPIENT PROGRAM as defined in 24 CFR 583.5 and as specified in 24 CFR 583.125(b).

“OPERATING START DATE” means the date that SUBRECIPIENT can begin incurring Administrative Costs, Operating Costs, and Supportive Services Costs.

“PROGRAM APPLICATION” means the application submitted to HUD on October 28, 2011 for funding to operate SUBRECIPIENT PROGRAM attached hereto and incorporated by reference herein as Exhibit A.

“PROGRAM BUDGET” means the budget for Eligible Costs set forth in Exhibit C to this Agreement attached hereto and incorporated by reference herein.

“PROGRAM COSTS” mean any and all Eligible Costs, fees or expenses incurred in connection with SUBRECIPIENT PROGRAM, including Administrative Costs, Operating Costs, and Supportive Services Costs.

“PROGRAM PARTICIPANT” means a Homeless individual assisted by SUBRECIPIENT PROGRAM.

“SUBRECIPIENT” means Good Samaritan Shelter, a California not-for-profit public benefit corporation.

“SUBRECIPIENT PROGRAM” means Lompoc Transformative Housing as described in the Program Application and Technical Submission.

“SUPPORTIVE SERVICES COSTS” mean costs for those services as defined in 42 U.S.C. § 11385 and 24 CFR 583.5 and 583.120, as may be amended, and provided by SUBRECIPIENT to assist Program Participants.

“TECHNICAL SUBMISSION” means the document submitted to HUD on August 29, 2013 that contains technical information not described in the Program Application attached hereto and incorporated by reference herein as Exhibit B.

“TRANSITIONAL HOUSING” means housing provided by SUBRECIPIENT as defined in 24 CFR 583.5, as may be amended.

2. CONTRACT ADMINISTRATION

The Santa Barbara County Community Services Department, Housing and Community Development Division, or its designee, shall have full authority to act for COUNTY in the administration of this Agreement on behalf of COUNTY.

3. SCOPE OF SERVICES

SUBRECIPIENT will be responsible for providing SUBRECIPIENT PROGRAM at 115 South L Street, Lompoc, California 93436 and 608 West Ocean Avenue, Lompoc, California 93436 as set forth in the Program Application and Technical Submission during the Time of Performance.

SUBRECIPIENT will receive funding under this Agreement for the following Program Costs as specified in the Program Budget:

- 1) Administrative Costs
- 2) Operating Costs

3) Supportive Services Costs

SUBRECIPIENT will administer SUBRECIPIENT PROGRAM and perform the activities undertaken pursuant to this Agreement in compliance with all applicable Federal, State, and local laws, ordinances, regulations, directives and guidelines governing SUBRECIPIENT PROGRAM, and in a manner satisfactory to COUNTY.

4. TIME OF PERFORMANCE

This Agreement shall begin on the date executed by all parties to be effective as of October 1, 2013 ("Operating Start Date") and shall terminate on September 30, 2015, subject to the termination provisions contained herein.

5. LEVELS OF ACCOMPLISHMENT – PERFORMANCE MEASURES

A. SUBRECIPIENT shall strive to meet the following performance measures during the term of this Agreement as specified in the Program Application and Technical Submission:

- 1) 70 percent of families exiting SUBRECIPIENT PROGRAM will move into permanent housing;
- 2) 75 percent of individuals showing limited literacy will increase their reading performance by 50 percent within six months;
- 3) 65 percent of families entering SUBRECIPIENT PROGRAM without benefits will receive entitlement benefits within three months;
- 4) 50 percent of families exiting SUBRECIPIENT PROGRAM will demonstrate the capacity to live independently by preparing a balanced budget prior to exit;
- 5) 100 percent of adults will learn life skills within three months; and
- 6) 100 percent of adults in need of drug and alcohol treatment will remain drug-free within six months.

At its sole and absolute discretion, COUNTY shall determine if SUBRECIPIENT has substantially complied or is substantially complying with the performance measures identified in this subsection. If COUNTY determines that SUBRECIPIENT has not substantially complied with these performance measures, COUNTY may suspend the operation of this Agreement and/or reduce the funding available to SUBRECIPIENT under this Agreement pursuant to Section 52 or terminate the Agreement pursuant to Section 53. SUBRECIPIENT shall continue to be responsible for program evaluation as specified in Section 21 of this Agreement and subject to monitoring in accordance with Section 22 of this Agreement.

B. SUBRECIPIENT shall, at a minimum, provide services as part of SUBRECIPIENT PROGRAM to six Program Participants consisting of families during the term of this Agreement as specified in the Program Application and Technical Submission.

6. BUDGET AND METHOD OF COMPENSATION

A. COUNTY will pay SUBRECIPIENT an amount of money not to exceed the sum of One Hundred Twenty-Two Thousand Two Hundred Nine Dollars (\$122,209), which payment shall constitute full and complete compensation for SUBRECIPIENT's SUBRECIPIENT PROGRAM provided hereunder. Funds under this Agreement shall only be spent according to the Program Budget, as specified in Exhibit C to this Agreement. The payments shall be used exclusively for Program Costs.

- B. Funding under this Agreement is subject to revision in accordance with the availability of grant funds provided to COUNTY by HUD. Accordingly, COUNTY reserves the right to amend the amount of compensation set forth herein and the Program Budget in the event HUD amends funding available for SUBRECIPIENT PROGRAM.
- C. COUNTY assumes no responsibility to pay for Program Costs not specifically set forth in the Program Budget. Further, SUBRECIPIENT understands that COUNTY makes no commitment to fund SUBRECIPIENT PROGRAM beyond the term of this Agreement.

7. METHOD OF PAYMENT

- A. SUBRECIPIENT shall receive reimbursement for items identified in the Program Budget, subject to availability of funds for SUBRECIPIENT PROGRAM and subject to all other provisions of this Agreement.
- B. Quarterly invoices shall be submitted to COUNTY within thirty (30) days of the end of the quarter in which the costs were incurred.
- C. Upon the submission of the *"Expenditure Summary and Payment Request"* (ESPR), for which a sample is attached hereto as Exhibit D, together with proper support documentation for the Scope of Services described in section 3 of this Agreement, COUNTY shall distribute funds to SUBRECIPIENT at least once per quarter. Payments may be contingent upon certification of SUBRECIPIENT's compliance with financial management system requirements in accordance with the standards specified in 24 CFR 84.21 and 24 CFR 583.330(f).
- D. Expenditures made by SUBRECIPIENT in the performance of this Agreement shall be in strict compliance and conformity with the Program Budget.

8. WITHHELD PAYMENTS

- A. Unearned payments under this Agreement may be suspended or terminated if grant funds to COUNTY are suspended or terminated, or if SUBRECIPIENT refuses to accept additional conditions imposed by HUD.
- B. Payments to the SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any of the provisions of this Agreement.

9. CLOSE-OUTS

SUBRECIPIENT agrees to complete all necessary financial close out procedures required by COUNTY, within a period of not more than forty-five (45) calendar days from the termination or completion of this Agreement ("Financial Close Out Period"). COUNTY is not liable to provide reimbursement for any Program Costs incurred by SUBRECIPIENT prior to but not invoiced until after the expiration of the Financial Close Out Period. After the expiration of the Financial Close Out Period, those funds not paid to the SUBRECIPIENT under this Agreement, if any, may be immediately reprogrammed by HUD.

10. FUNDING REDUCTION

- A. COUNTY reserves the right to revise this Agreement in the event that grant funds are reduced. In the event of a funding reduction, COUNTY may unilaterally reduce the Program

Budget, in whole or as to a Program Cost, may limit the Time of Performance, and may restrict SUBRECIPIENT's use of both its uncommitted and its unspent grant funds.

- B. In no event shall COUNTY be responsible for payment of Program Costs incurred by SUBRECIPIENT in excess of grant funds available resulting from a funding reduction.

11. FISCAL ACCOUNTABILITY

- A. SUBRECIPIENT agrees to manage grant funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible Program Costs for reimbursement; and adhere to accounting standards established in OMB Circulars A-110, A-122 and A-133.
- B. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with Generally Accepted Accounting Principles and Standards. Further, SUBRECIPIENT must develop an accounting procedures manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.
- C. Claimed Program Costs shall only be deemed eligible for payment if they are supported by properly executed invoices, time records, receipts, purchase vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, purchase orders, or other accounting documents shall be clearly identified and readily made available to COUNTY. All accounting records and supportive documentation shall be made available to COUNTY at SUBRECIPIENT's main accounting office.
- D. Invoices shall be accurate and complete in all respects. COUNTY may reject invoices and require SUBRECIPIENT to correct or clarify invoices until deemed acceptable by COUNTY.
- E. SUBRECIPIENT shall provide an annual assurance for each year funds under this Agreement are received that SUBRECIPIENT PROGRAM will be operated for the purpose specified in the Program Application as set forth in 24 CFR 583.300(I) and Exhibit J to this Agreement.

12. REVENUE DISCLOSURE REQUIREMENT

Upon request, SUBRECIPIENT shall file with COUNTY a written statement listing all revenues received, or expected to be received, by SUBRECIPIENT from Federal, State, County, or City sources, or other governmental sources for SUBRECIPIENT PROGRAM. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for SUBRECIPIENT PROGRAM, and the full name and address of each governmental agency providing such funding.

13. MATCHING FUNDS AND JOINT FUNDING

- A. SUBRECIPIENT shall provide funds in at least the amounts specified in the Program Budget and any amounts necessary to comply with matching requirements specified in 24 CFR 583.145. SUBRECIPIENT shall document all sources and uses of matching funds and/or in-kind donations and demonstrate the availability of said sources to COUNTY. Further, at the end of the Time of Performance, SUBRECIPIENT must demonstrate that it has met all matching requirements.

- B. COUNTY shall not pay for any Program Costs incurred by SUBRECIPIENT that are paid with other funds. If COUNTY determines that it has paid for Program Costs that have also been paid for with other funds, SUBRECIPIENT shall reimburse those funds to COUNTY.

14. INTEREST EARNED

In the event that SUBRECIPIENT earns or receives interest on funds deposited under this Agreement, SUBRECIPIENT shall remit any and all interest to COUNTY at the end of the Time of Performance.

15. PROGRAM PARTICIPANT DATA

SUBRECIPIENT shall maintain Program Participant data in HMIS. SUBRECIPIENT shall ensure that all required data elements collected from a Program Participant are inputted into HMIS within thirty (30) days of the end of the quarter in which the Program Participant was served. Such information shall be made available to COUNTY or its designees for review upon request. Failure to comply with HMIS reporting requirements may result in COUNTY withholding payment, in accordance with section 8 of this Agreement.

16. NOTICES

All notices under this Agreement shall be served in writing. The notices to SUBRECIPIENT shall be sent to SUBRECIPIENT representative at the following address or such other address as SUBRECIPIENT designates in writing:

Sylvia Barnard, Executive Director
Good Samaritan Shelter
245 Inger Drive, Suite 103B
Santa Maria, CA 93455

Notices, reports and statements to COUNTY shall be delivered or sent to the Director of the Santa Barbara County Community Services Department or his or her designee at the following address or such other address as COUNTY designates in writing:

Director
Santa Barbara County Community Services Department
Housing and Community Development Division
105 E. Anapamu Street, Room 105
Santa Barbara, CA 93101

17. INDEPENDENT CONTRACTOR

Both parties hereto in the performance of this Agreement will be acting as independent contractors and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability.

18. GRIEVANCE PROCEDURES

SUBRECIPIENT shall establish and implement a program for the resolution of any grievance or disagreement that a Program Participant may have with another Program Participant or with SUBRECIPIENT's employees regarding SUBRECIPIENT PROGRAM. SUBRECIPIENT shall maintain documentation of all grievances. The documentation shall contain a description of the grievance and the resolution or disposition of said grievance. Said documentation shall be retained in a

central dispute or grievance file, which file shall be made available to COUNTY upon request. SUBRECIPIENT shall provide a formal process for terminating assistance to a Program Participant who violates SUBRECIPIENT PROGRAM requirements or conditions of occupancy in accordance with 24 CFR 583.300(i).

19. PROGRAM INCOME

SUBRECIPIENT may use any resident rents received through SUBRECIPIENT PROGRAM only in the manner specified in 24 CFR 583.315(b) and calculated according to 24 CFR 583.315(a) including any amendments thereto.

20. SUBCONTRACTS

- A. For the purpose of this Agreement, any subcontracts under this Agreement must be approved by COUNTY in writing and may include purchase agreements, lease or rental agreements (excluding real property agreements), third party agreements, consultant services subcontracts, and construction subcontracts. All subcontracts entered into in the performance of this Agreement shall:
- i) Be in writing.
 - ii) Be subject to the terms and conditions set forth in this Agreement, and contain the applicable provisions of this Agreement.
 - iii) Specifically prohibit assignment or transfer of interest without prior written approval by COUNTY.
 - iv) Specifically provide proof, when applicable, of qualifications necessary, appropriate permits and/or business licenses.
 - v) Specifically provide parties to the subcontract, a full description of the exact scope of services to be performed, the length of time, and compensation for services rendered.
- B. COUNTY's approval of any subcontracts under this Agreement shall not be construed as SUBRECIPIENT's compliance with Federal, State, and local laws, ordinances, regulations, directives and guidelines, or as a waiver of any rights of COUNTY to challenge such subcontracts. COUNTY's approval of any such subcontracts shall not imply that any costs incurred as part of such subcontracts are allowable. Further, COUNTY's approval of any such subcontracts shall not bind or obligate COUNTY to the terms of any such subcontracts, nor shall COUNTY's approval of such subcontracts make COUNTY a promisor, guarantor, or surety of SUBRECIPIENT's performance of the terms of such subcontracts.
- C. Under no circumstances shall SUBRECIPIENT enter into subcontracts the compensation for which is on a cost plus percentage basis.

21. PROGRAM EVALUATION

- A. SUBRECIPIENT shall make available for inspection during the term of this Agreement and for a period of five (5) years thereafter financial and all other records pertaining to performance of this Agreement to HUD and/or COUNTY.
- B. Program evaluation may include but is not limited to a review of the effectiveness and impact of SUBRECIPIENT PROGRAM and a review of the internal systems such as reporting tools, tracking systems and techniques developed by SUBRECIPIENT to serve Homeless individuals.

- C. SUBRECIPIENT shall conduct on-going assessments of the supportive services as defined in 42 U.S.C. § 11385 and 24 CFR 583.5 and 583.120, as may be amended, required by Program Participants and the availability of such services, and make adjustments as appropriate, in accordance with 24 CFR 583.300(d).

22. MONITORING

- A. COUNTY shall monitor SUBRECIPIENT's performance and may conduct progress reviews of SUBRECIPIENT PROGRAM at any time during the term of this Agreement. COUNTY shall provide written notice to SUBRECIPIENT for all visits, observe client confidentiality rules and shall have the right of unlimited access to all activities and facilities operated by the SUBRECIPIENT under this Agreement.
- B. Facilities for the purpose of subsection A above include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. SUBRECIPIENT shall ensure the cooperation of its staff and board members in providing complete access to COUNTY.
- C. Monitoring visits may consist of announced visits focusing on the extent to which SUBRECIPIENT PROGRAM has been implemented, measurable goals achieved, and effectiveness of SUBRECIPIENT PROGRAM administration and management.

23. FISCAL MONITORING

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where SUBRECIPIENT PROGRAM is being conducted, controlled or advanced in any way, tangible or intangible. Said sites may include the home office, any branch office or other locations of SUBRECIPIENT if such site or the activities performed thereon have any relationship to SUBRECIPIENT PROGRAM funded herein. COUNTY shall provide written notice to SUBRECIPIENT for all announced visits.
- B. SUBRECIPIENT shall make available at all times during the term of this Agreement and for a period of five (5) years thereafter, for the purpose of audit or inspection, any and all books, financial documents, papers, records, property, and premises of SUBRECIPIENT. SUBRECIPIENT's staff will cooperate fully with authorized auditors when they conduct audits and examinations of SUBRECIPIENT PROGRAM. A financial audit of SUBRECIPIENT's performance under this Agreement may be conducted at COUNTY's discretion.

24. AUDITS

- A. COUNTY may request a final financial audit for activities performed under this Agreement at or after the expiration of the Financial Close Out Period.
- B. In the event that SUBRECIPIENT spends an aggregate of Five Hundred Thousand Dollars (\$500,000.00) or more of federal funds in a fiscal year, SUBRECIPIENT shall have conducted at its own expense within nine (9) months after the close of SUBRECIPIENT's fiscal year, an audit in accordance with OMB Circular A-133.

- C. SUBRECIPIENT, no later than fifteen days after receipt of the final report resulting from an audit under the foregoing subsection 24.B, shall submit a copy of the audit report to COUNTY.

25. AUDIT FINDINGS

- A. SUBRECIPIENT agrees that in the event that SUBRECIPIENT PROGRAM is audited by independent auditors, COUNTY, or Federal, State, or local agencies, SUBRECIPIENT shall be solely responsible for such finding(s) and complying with any required corrective actions. In the event that said findings have a fiscal impact on COUNTY, SUBRECIPIENT shall fully indemnify, defend and hold harmless COUNTY for the full amount of COUNTY costs resulting from said finding(s).
- B. If in COUNTY's judgment there are indications of misappropriation or misapplication of funds under this Agreement, COUNTY may require a special audit, and the cost of the audit shall be borne by SUBRECIPIENT and is not to be reimbursed from funds under this Agreement, unless specifically agreed to in writing by COUNTY.
- C. In the event that an audit reveals that COUNTY reimbursed SUBRECIPIENT for disallowed or ineligible costs under this Agreement, COUNTY shall notify and provide SUBRECIPIENT the opportunity to justify said costs prior to a final determination of disallowed costs.
- D. Upon final determination of disallowed costs, if any, SUBRECIPIENT agrees to repay all said costs to COUNTY within sixty (60) days after issuance of the final determination.

26. DEOBLIGATION

In the event HUD deobligates COUNTY from all or part of grant funds as provided in 24 CFR 583.410(c), COUNTY may deobligate SUBRECIPIENT from all or parts of funds under this Agreement. Such event shall relieve COUNTY of all obligations to provide funds to SUBRECIPIENT under this Agreement.

27. RECORDS

- A. SUBRECIPIENT shall maintain records in accordance with requirements prescribed by this Agreement and by COUNTY, including with respect to all matters covered by any subcontract under this Agreement. Except where otherwise required by law to be retained for a longer period of time, such records shall be retained within Santa Barbara County for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them earlier is granted in writing by the COUNTY and all agencies that may otherwise require the retention of such records.
- B. SUBRECIPIENT shall comply with recordkeeping requirements specified in 24 CFR 583.301.
- C. SUBRECIPIENT shall maintain any records and make and provide any reports that HUD may require as set forth in 24 CFR 583.300(g).
- D. SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to the provision of family violence prevention or treatment services and records pertaining to any Program Participant provided family violence prevention or treatment services as set forth in 24 CFR 583.300(h).

- E. Expenditures shall be supported by properly executed documents evidencing in detail the nature of the charges, including but not limited to receipts and invoices. These records shall be made available to COUNTY for copying, audit, and inspection at any time during normal business hours.
- F. At such times and in such forms as COUNTY may require, SUBRECIPIENT shall furnish to COUNTY such statements, records, reports, financial data and information as COUNTY may request pertaining to matters covered by any subcontract.

28. INSURANCE

Insurance coverage as set forth in Exhibit E to this Agreement attached hereto and incorporated by reference herein must be in full force and effect during the term of this Agreement.

29. INDEMNIFICATION

SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY as set forth in Exhibit E.

30. COMPLIANCE WITH LAWS AND REGULATIONS

- A. All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations, directives and guidelines as they pertain to the performance of this Agreement including but not limited to required licenses or permits. SUBRECIPIENT further assures and certifies that it shall comply with all applicable laws, ordinances, regulations, directives and guidelines as they exist or may be amended.
- B. Applicable laws, regulations, policies, and guidelines subject to the performance of this Agreement include but are not limited to: the Act; 24 CFR Part 583, including 24 CFR 583.330; the Notice of HUD's FY2011 Notice of Funding Availability Policy Requirements and General Section to HUD's FY2011 Notices of Funding Availability for Discretionary Programs; the NOFA; 24 CFR Part 5; the Flood Disaster Protection Act of 1973 (42 U.S.C., §§ 4001 et seq.); the Coastal Barrier Resources Act of 1982 (16 U.S.C. 3501 et seq.); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4821 et seq.); the Residential Lead-Based Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.); and, all implementing regulations; the Conflict of Interest provision in 24 CFR 583.330(e); and U.S. Office of Management and Budget (OMB) Circular numbers A-110, A-122, A-133; all as may be amended.
- C. SUBRECIPIENT agrees to comply with and be bound by the requirements set forth in Exhibits F, G, H, I, and J attached hereto and incorporated by reference herein.

31. FACILITY OPERATING STANDARDS

SUBRECIPIENT must ensure that facilities in which services under this Agreement are provided are operated in accordance with 24 CFR 583.300(a), (b), and (e) as may be amended.

32. ASSIGNMENT

This Agreement is not assignable by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign any performance of the terms of this Agreement without written consent of COUNTY shall be null and void and shall constitute a material breach of this Agreement.

33. LIMITATION OF CORPORATE ACTS

SUBRECIPIENT shall not move to dissolve, transfer any assets derived from funds provided herein or take any other steps which may materially affect the performance of this Agreement without first notifying COUNTY in writing. SUBRECIPIENT shall notify COUNTY within forty-eight (48) hours, in writing of any change in SUBRECIPIENT's legal name.

34. CONFLICT OF INTEREST

In addition to the conflict of interest requirements in 24 CFR Part 85 and 24 CFR 583.330(e), no person who is an employee, agent, representative, consultant, officer, or elected or appointed official of SUBRECIPIENT and who exercises or has exercised any functions or responsibilities with respect to SUBRECIPIENT PROGRAM, or who is in a position to participate in a decision-making process or gain inside information with regard to SUBRECIPIENT PROGRAM, may obtain a personal or financial interest or benefit from SUBRECIPIENT PROGRAM, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. Participation by Homeless individuals who also are Program Participants in policy or decision-making under 24 CFR 583.300(f) does not constitute a conflict of interest.

35. DISCRIMINATION

In addition to the requirements set forth in 24 CFR 583.325, no person shall, on the grounds of race, ethnicity, sex, creed, color, religion, age, sexual orientation, disability or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, program or employment supported by this Agreement. This Agreement is subject to COUNTY's anti-discrimination ordinance set forth as Santa Barbara County Code Sections 2-94 through 2-98, all as may be amended, which is hereby incorporated by reference.

36. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT PRACTICES

SUBRECIPIENT shall make every effort to ensure that SUBRECIPIENT PROGRAM shall provide equal employment and career advancement opportunities for minorities, women and small businesses. In addition, SUBRECIPIENT shall make every effort to employ residents of the area in which SUBRECIPIENT PROGRAM is located and shall keep a record of the positions that have been created directly as a result of SUBRECIPIENT PROGRAM.

37. NEPOTISM

SUBRECIPIENT shall not hire nor permit the hiring of any person to fill a position funded in part or in whole under this Agreement if a member of that person's immediate family is employed in an administrative capacity by SUBRECIPIENT. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, fiscal, supervisory or management responsibilities, including but not limited to serving on the governing body of SUBRECIPIENT.

38. RELIGIOUS AND POLITICAL ACTIVITIES

A. SUBRECIPIENT agrees that funds under this Agreement will be used exclusively for performance of the work required herein, and that no funds under this Agreement shall be used to promote religious or political activities. Further, SUBRECIPIENT agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.

- B. If SUBRECIPIENT is a religious or faith-based organization, funds under this Agreement are subject to the requirements set forth in 24 CFR 583.150(b).

39. AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C., § 12101 et seq.), and all implementing regulations, all as may be amended, and to ensure that SUBRECIPIENT PROGRAM and facilities in which SUBRECIPIENT PROGRAM is conducted are accessible to and usable by persons with disabilities. SUBRECIPIENT further agrees to provide for reasonable accommodations to allow qualified persons with disabilities to have access to and participate in its programs, services and activities in accordance with the provisions of the ADA. SUBRECIPIENT attests that it has adopted and is enforcing Certification Regarding Compliance with the Americans with Disabilities Act consistent with the form attached hereto as Exhibit F and incorporated by reference herein.

40. CITIZEN PARTICIPATION

SUBRECIPIENT shall promptly provide all data necessary for COUNTY to provide reports to citizens. SUBRECIPIENT representatives shall be available to respond to questions, attend meetings and receive recommendations when so requested by the Director of the Santa Barbara County Community Services Department or his or her designee.

41. FEDERAL LOBBYIST REQUIREMENTS

A. SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and all implementing regulations, including HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents. A Certification Regarding Lobbying is attached hereto as Exhibit G and incorporated by reference herein.

B. Failure on the part of SUBRECIPIENT or entities acting on behalf of the SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements may be subject to penalties in addition to default provisions under this Agreement as set forth in section 51 below.

42. DEBARMENT

SUBRECIPIENT assures and certifies that it, its officers, and employees are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from receiving funds under this Agreement in accordance with Federal regulations as contained in Executive Order Number 12549 and 2 CFR 2424 and any amendment thereto. SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a party that is similarly debarred or suspended from receiving funds under this Agreement. SUBRECIPIENT attests that it has adopted and is enforcing Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lowered Tier Covered Transactions consistent with the form attached hereto as Exhibit H and incorporated by reference herein.

43. LEAD-BASED PAINT

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821 et seq.; the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Title X"), 42 U.S.C., 4851 et seq.; and "Title IV-Lead Exposure Reduction", 15 U.S.C. 2681 et seq.; and, all implementing regulations, including the regulations at 24 CFR Part 35; and, all as may be amended; by undertaking, or requiring the owner to undertake, to remove, encapsulate, or enclose lead-based paint and lead contaminated dust and soil. SUBRECIPIENT is precluded from leasing, using, or conducting SUBRECIPIENT PROGRAM in structures where lead-based paint exists and abatement has not taken place.

44. ASBESTOS

When acquiring or leasing property pursuant to this Agreement, SUBRECIPIENT shall comply with the requirements of all Federal, State and local health and safety laws and environmental protection laws including but not limited to the regulation of Asbestos-Containing Material (ACM), in accord with 40 CFR 763, as may be amended, by undertaking, or requiring the owner to undertake, to remove, friable (Category I) and non-friable (Category II) asbestos in any and all facilities used under this Agreement. SUBRECIPIENT is precluded from using structures where asbestos exists and abatement has not taken place. SUBRECIPIENT is further prohibited from sheltering any adult or minor child in a structure where friable asbestos is known to exist.

45. PROGRAM CHANGES

In the event that SUBRECIPIENT wishes to make significant changes to the approved SUBRECIPIENT PROGRAM under this Agreement and any amendment thereto, COUNTY and HUD written approval is required in accordance with 24 CFR 583.405 and any amendment thereto prior to any and all changes. SUBRECIPIENT shall request all significant changes in writing to COUNTY and HUD. Significant changes include, but are not limited to:

- i) A change in site where SUBRECIPIENT PROGRAM is being conducted;
- ii) Additions or deletions in the Program Costs approved under this Agreement;
- iii) A shift of more than ten (10) percent of funds from one Program Cost to another; and
- iv) A change in the category of Program Participants to be served.

46. BUDGET LINE ITEM CHANGES

In order to promote flexibility for SUBRECIPIENT PROGRAM, SUBRECIPIENT may transfer up to ten (10) percent of funds from one Program Cost to another. To implement this type of transfer, SUBRECIPIENT must notify COUNTY in writing of the amount of funds to be transferred and the Program Costs affected. COUNTY will notify the SUBRECIPIENT when the change has been approved by COUNTY.

47. AMENDMENTS

This writing, with attachments, embodies the whole of the agreement of the parties hereto. Any amendments or modifications to this Agreement must be in writing and shall be made only if executed by both SUBRECIPIENT and COUNTY. No oral conversation between any officer or agent, or employee of the parties shall modify or be deemed to be a binding interpretation of any of the terms or conditions of this Agreement.

48. TIME OF PERFORMANCE MODIFICATIONS

In the event that SUBRECIPIENT requests a modification regarding the Time of Performance, the Santa Barbara County Community Services Department, Housing and Community Development Division may grant Time of Performance modifications when those modifications:

- i) In aggregate do not exceed twelve (12) calendar months;
- ii) Will not change SUBRECIPIENT PROGRAM goals or scope of services;
- iii) Are in the best interests of the COUNTY and SUBRECIPIENT in performing the scope of services under this Agreement; and
- iv) Does not alter the amount of compensation under this Agreement.

49. WAIVERS

- A. There shall be no waiver of provisions of this Agreement unless such waiver is a properly executed amendment to this Agreement pursuant to Section 47 of this Agreement.
- B. No waiver by COUNTY of a breach of any provision of these conditions shall be deemed for any purpose to be a waiver of breach of any other provision hereof, or of a continuing or subsequent breach of the same provision.

50. BREACH

In the event either party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies at law or equity including termination of this Agreement and specific performance. Said rights and remedies are cumulative except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

51. DEFAULTS

Should SUBRECIPIENT fail to comply with the terms of this Agreement, COUNTY will provide written notice to SUBRECIPIENT identifying specific items of noncompliance. If SUBRECIPIENT fails to deliver an acceptable written response and work plan within fifteen (15) days, COUNTY reserves the right to:

- i) Reduce the Program Budget;
- ii) Make changes in the Scope of Services of this Agreement;
- iii) Place SUBRECIPIENT on probation status; and/or
- iv) Suspend SUBRECIPIENT PROGRAM operations.

This section shall not otherwise limit, restrict, or affect COUNTY's ability to terminate this Agreement.

52. SUSPENSION

If SUBRECIPIENT has not complied or is not complying with this Agreement, COUNTY may suspend the operation of this Agreement and/or reduce the funding available to SUBRECIPIENT under this Agreement for up to ninety (90) days upon three (3) days written notice to SUBRECIPIENT of its intention to so act.

53. TERMINATION

- A. This Agreement may be terminated at any time by either party upon giving thirty (30) days notice in writing to the other party.

- B. COUNTY may immediately terminate this Agreement upon the termination, suspension, or discontinuation of grant funds by HUD for SUBRECIPIENT PROGRAM to be provided under this Agreement or if for any reason the timely completion of the work under this Agreement is rendered improbable, unfeasible or impossible.
- C. This Agreement may also be immediately terminated or suspended in COUNTY's sole discretion for actions and behavior by SUBRECIPIENT that undermines the integrity of SUBRECIPIENT PROGRAM, including but not limited to client, child and staff endangerment, inappropriate and reckless staff behavior and health code violations.
- D. Any disposal of property, documents, data, studies, reports and records purchased or prepared by SUBRECIPIENT under this Agreement shall comply with all Federal, State, and local laws, ordinances, regulations, directives and guidelines and be done in accordance with this Agreement.
- E. In the event that SUBRECIPIENT ceases or intends to cease to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) SUBRECIPIENT shall provide COUNTY copies of all records relating to this Agreement prior to taking the first action in furtherance of ceasing operations but in any event no later than prior to ceasing operations.
- F. Upon satisfactory completion of all closeout activities, and in accordance with Section 9, Subsection A above, COUNTY shall determine the total amount of compensation that shall be paid to SUBRECIPIENT for any unreimbursed Program Costs set forth in the Program Budget that are reasonably and necessarily incurred in the satisfactory performance of this Agreement.
- G. COUNTY may withhold any payments due to SUBRECIPIENT until such time as the exact amount of damages resulting from SUBRECIPIENT's breach is determined.
- H. The foregoing subsections B, C, D, E, F, and G shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

54. NOTICE OF TERMINATION

In the event that this Agreement is terminated, SUBRECIPIENT shall immediately notify all of its employees and Program Participants and shall notify in writing COUNTY and any parties subcontracted under this Agreement within five (5) working days after the termination of this Agreement.

55. SURVIVING OBLIGATIONS

SUBRECIPIENT's obligations under the following sections of this Agreement shall survive beyond the expiration as specified in Section 4 of this Agreement and beyond the termination of this Agreement specified in Section 53 of this Agreement: Sections 5, 9, 14, 15, 18, 19, 21, 22, 23, 24, 25, 27, 28, 29, 33, and 40 and Subsections 53.B, 53.C, 53.D, 53.E, 53.F, and 53.G.

56. EFFECT OF LEGAL JUDGMENT

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

57. CHOICE OF LAW GOVERNING THIS AGREEMENT

This Agreement shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

58. CONTRACT

This Agreement consists of this document and Exhibits A through J which together constitute the entire understanding and agreement of the parties.

59. AUTHORIZATION WARRANTY

SUBRECIPIENT represents and warrants that the signatories to this Agreement are fully authorized to obligate SUBRECIPIENT hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

60. NO THIRD PARTY BENEFICIARIES

There are no third party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

"COUNTY"

County of Santa Barbara

By: _____
Chair, Board of Supervisors

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

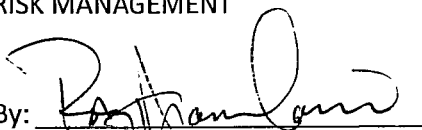
APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

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

By:  _____
Deputy Auditor-Controller

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

By:  _____
Risk Manager

RECOMMENDED FOR APPROVAL:

By:  _____
Department Head

"SUBRECIPIENT"

Good Samaritan Shelter,
a California not-for-profit public benefit corporation,

By: _____
SYLVIA BARNARD
Executive Director

By: _____

President, Board of Directors

By: _____

Chief Financial Officer

EXHIBIT A
PROGRAM APPLICATION

Before Starting the Project Application

HUD strongly encourages ALL project applicants to review the following information BEFORE beginning the application.

Things to Remember

- Download and review the detailed instructions within the document on the left menu of this application. Resources are also available online at www.hudhre.info/esnaps, to help successfully complete the application.
- Program policy questions and problems related to completing the application in e-snaps may be directed to HUD through the HUD HRE Virtual Help Desk, which is accessible online at www.hudhre.info/helpdesk.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number, and an active registration in the Central Contractor Registration (CCR), in order to apply for funding under the CoC competition. For more information see the FY2011 CoC NOFA.
- To ensure that applications are considered for funding, all sections of the FY2011 CoC NOFA and the FY2011 General Section should be read carefully, and all requirements and criteria met.
- All applicants, new and returning, must complete the applicant profile in e-snaps for FY2011 before submitting the Exhibit 2 application.
- Renewal applications - carefully review and update application, if it includes data from the FY2010 application. Questions may have been changed, removed, or added, and the imported information may or may not be relevant.
- For S+C projects requesting renewal funding, the number of units requested for each unit size in the project must be consistent with the number of units indicated on the CoC's FY2011 S+C Grant Inventory Worksheet, as approved by HUD.
- For SHP projects requesting renewal funding, the total budget request must be consistent with the annual renewal amount (ARA) listed on the CoC's FY2011 SHP Grant Inventory Worksheet. If the ARA is reduced or eliminated through the CoC's HHN reallocation process, the budget request must be reflected accordingly.
- HUD reserves the right to reduce or reject any new or renewal project that fails to adhere to the program and application requirements.

1A. Application Type

Instructions:

1. Type of Submission - This field is populated the Application option, and cannot be changed.
2. Type of Application: (required) - Select 'New Project' or 'Renewal Project' to indicate whether the project is eligible for new or renewal funds during the current competition. Renewal project applications are defined as those HUD McKinney-Vento grants that have received funding in a previous competition and are eligible to renew during the current competition. All other applications are defined as new projects.
3. Date Received - No action needed. This field is automatically populated with the date on which the application is submitted. The date populated cannot be edited.
4. Applicant Identifier - Leave this field blank.
- 5a. Federal Entity Identifier - Leave this field blank.
- 5b. Federal Award Identifier: (required) - This field may populate with the grant number for the 2010 project that is imported. This field will be blank for any first time renewal application. The correct expiring grant number must be entered. Leave the field blank for all new funding applications.
6. Date Received by State - Leave this field blank.
7. State Application Identifier - Leave this field blank.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

1. Type of Submission:

2. Type of Application: New Project

If Revision, select appropriate letter(s):

If "Other", specify:

3. Date Received: 10/28/2011

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier

(e.g., expiring grant number)

6. Date Received by State:

7. State Application Identifier:

1B. Legal Applicant

Instructions:

8. Applicant Information - The applicant information populated on this form comes from the Applicant Profile, and must reflect the information for the applicant organization that can legal request homeless assistance funding from HUD.

a. Legal Name - The legal name of the applicant organization is populated on this form from the Applicant Profile. It is important that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained online at - <http://esnaps.hudhre.info>.

b. Employer/Taxpayer Number (EIN/TIN) - The EIN/TIN for the applicant organization is populated on this form from the Applicant Profile.

c. Organizational DUNS - The DUNS number for the applicant organization is populated on this form from the Applicant Profile. Information on obtaining a DUNS number may be obtained online at - <http://www.dnb.com>.

d. Address - The physical address of the applicant organization is populated on this form from the Applicant Profile.

e. Organizational Unit - If applicable, the department and division of the applicant organization is populated on this form from the Applicant Profile.

f. Name and contact information of person to be contacted on matters involving this applicant - The alternate point of contact for the applicant organization is populated on this form from the Applicant Profile. This person may or may not be the authorized representative.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

8. Applicant

a. Legal Name: County of Santa Barbara

b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6002833

	c. Organizational DUNS:	131851004	PL US 4	
--	--------------------------------	-----------	---------------	--

d. Address

Street 1: 105 E. Anapamu, Room 105

Street 2:

City: Santa Barbara

County: Santa Barbara

State: California

Country: United States
Zip / Postal Code: 93101

e. Organizational Unit (optional)

Department Name:

Division Name:

**f. Name and contact information of person to
be
contacted on matters involving this
application**

Prefix: Mr.

First Name: Anacleto

Middle Name: Joseph

Last Name: Quinoveva

Suffix:

Title: Housing Program Specialist

Organizational Affiliation: County of Santa Barbara

Telephone Number: (805) 560-1090

Extension:

Fax Number: (805) 560-1091

Email: aquinoveva@co.santa-barbara.ca.us

1C. Application Details

Instructions:

9. Type of Applicant : (required) - This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

10. Name Of Federal Agency - field populated with the Department of Housing and Urban Development. The field cannot be edited.

11. Catalog Of Federal Domestic Assistance Number/Title: (required) - select the applicable program type - SHP, S+C, or SRO. The selection will automatically populate the CFDA number field on this form, and will drive the list of components available on form 3A. Project Detail of this application.

12. Funding Opportunity Number/Title - This field will automatically populate with the funding opportunity number and title of the opportunity under which assistance is requested, as found in this year's Federal Register announcement.

13. Competition Identification Number/Title - Leave this field blank.

Additional Resources:

Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

9. Type of Applicant: B. County Government

If "Other" please specify:

10. Name of Federal Agency: Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance SHP
Title:

CFDA Number: 14.235

12. Funding Opportunity Number: FR-5500-N-34

Title: Continuum of Care Homeless Assistance
Competition

13. Competition Identification Number:

Title:

1D. Congressional District(s)

Instructions:

14. Areas Affected By Project: (required) - select the state(s) in which the proposed project will operate and serve homeless persons. The state(s) selected will determine the list of geographic areas and congressional districts displayed elsewhere in this application.

15. Descriptive Title of Applicant's Project: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.

16. Congressional District(s):

a. Applicant: This field is populated from the e-snaps Applicant Profile. Applicants cannot modify the populated data on this form. However, applicants may modify the Applicant Profile to correct any errors identified.

b. Project: (required) - Select the congressional district(s) in which the project operates. For new project, select the district(s) in which the project is expected to operate.

17. Proposed Project Start and End Dates: (required) - indicate the operating start and end date for the project. For new project application, indicate the estimated operating start and end date of the project.

18. Estimated Funding: Leave these fields blank.

Additional Resources:

Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

14. Area(s) affected by the project (state(s) only): California
(for multiple selections hold CTRL+Key)

15. Descriptive Title of Applicant's Project: Lompoc Transformative Housing

16. Congressional District(s):

a. Applicant: CA-023, CA-024

b. Project: CA-024

(for multiple selections hold CTRL+Key)

17. Proposed Project

a. Start Date: 09/17/2012

b. End Date: 09/16/2014

18. Estimated Funding (\$)

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. TOTAL:

1E. Compliance

Instructions:

19. Is Application Subject to Review By State Executive Order 12372 Process? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.

If "YES" is selected enter the date this application was made available to the State for review.

20. Is the Applicant Delinquent on any Federal Debt? (required) - Select the appropriate box that applies to the Applicant applying for homeless assistance funding. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "YES" is selected include an explanation in the space provided on this screen.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

19. Is the Application Subject to Review By State Executive Order 12372 Process? c. Program is not covered by E.O. 12372.

If "YES", enter the date this application was made available to the State for review:

20. Is the Applicant delinquent on any Federal debt? No

If "YES," provide an explanation:

1F. Declaration

Instructions:

I Agree: (required) - Select the check next to 'I Agree' to (1) certify to the statements contained in the list of certifications**, (2) certify that the statements herein are true, complete, and accurate to the best of my knowledge, (3) certify that the required assurances** are provided, and (4) agree to comply with any resulting terms if I accept an award. Any false, fictitious, or fraudulent statements or claims may subject the authorized representative and the applicant organization to criminal, civil, or administrative penalties .(U.S. Code, Title 218, Section 1001)

**The list of certifications and assurances are contained in the CoC NOFA and in the e-snaps Applicant Profile.

21. Authorized Representative: The information for the authorized representative is populated from the Applicant Profile. A copy of the governing body's authorization for this person to sign this application as the official representative must be on file in the applicant's office.

Additional Resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

By signing and submitting this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

I AGREE: ☒

21. Authorized Representative

Prefix: Ms.

First Name: Sharon

Middle Name:

Last Name: Friedrichsen

Suffix:

Title: Director

Telephone Number: (805) 568-3520
(Format: 123-456-7890)

Fax Number: (805) 560-1091
(Format: 123-456-7890)

Applicant: Santa Barbara County Housing and Community Development

131851003

Project: Lompoc Transformative Housing



050247

Email: sfried@co.santa-barbara.ca.us

Signature of Authorized Representative: Considered signed upon submission in e-snaps.

Date Signed: 10/28/2011

2A. Project Sponsor(s)

This form lists the sponsor organization(s) for the project. To add a sponsor, select the  icon. To view or update sponsor information already listed, select the view  option.

Organization	Type
This list contains no items	

2B. Experience of Applicant, Sponsor(s), and Other Partners

Instructions:

The specific narratives that must be provided will vary based on the project type, program type, and component type.

Knowledge and experience : (required) - Describe why the applicant, sponsor, and partner organizations (i.e., developers, key contractors, and subcontractors, service providers) are the appropriate entities to receive funding by documenting their experience and expertise in: 1) working with the target population(s); 2) developing and implementing appropriate systems, services, and residential property construction and rehabilitation, if applicable; and 3) addressing the target population's identified housing and supportive services needs. Include in the description any previous work of a similar nature and for the proposed project population.

Unresolved monitoring or audit findings on HUD McKinney-Vento Act grants, excluding ESG : (required) - select Yes or No to indicate whether or not the sponsor has open OIG audit findings; poor or non-compliance with applicable Civil Rights Laws and/or Executive Orders; or open McKinney-Vento related monitoring findings. The question is related to those projects for which the sponsor organization is either a direct grantee or a sponsor.

Additional Resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Describe the experience of the applicant, sponsor, and partners, as it relates to working with homeless persons and the project's target population.

The Housing and Community Development Department (HCD) of the County of Santa Barbara has extensive experience administering grant resources both to grantees and sub-recipients. HCD is at the center of activities related to homelessness in Santa Barbara county, providing administrative support to the CoC, preparing the annual application to HUD, administering the HMIS, and administering three SHP grants (two with project sponsors). In addition to administering SHP grant funds, HCD is the responsible entity for entitlement funding, including CDBG, ESG, and HOME. HCD does not operate direct programs to assist homeless persons and households with dependent children; rather, its role is to provide grant management and planning services to the provider community. Given its many years monitoring programs, HCD is uniquely qualified to assess a sponsor's capacity to assist homeless populations. HCD proposes to issue an RFP upon notification from HUD that its grant request has been approved. The RFP will make the grant resources available to an experienced and fiscally responsible homeless services agency capable of operating a transitional housing program for homeless households with dependent children in the City of Lompoc and the Lompoc Valley.

2. Describe the experience of the applicant, sponsor, and partners, as it relates to timely construction or rehabilitation (if applicable).

HCD has extensive experience in loan management as related to development activities, including residential properties. HCD does not anticipate the need for construction as there are a number of appropriate and available sites in Lompoc. However, if necessary, HCD will either devolve the construction duties to the project sponsor (so long as it has prior experience in this area), or it will contract for development services. HCD will make development experience a rating factor in the RFP (should the sponsor identify the need for construction).

3. Describe the experience of the applicant, sponsor, and partners, as it relates to leasing units, administering rental assistance, providing supportive services, and implementing a HMIS, as applicable to the proposed project.

HCD does not lease rental units, but over the years it has worked closely with a number of public housing authorities that are expert in this field. The proposed transitional housing shall require leasing a single site and HCD shall assist the project sponsor in negotiating with the landlord. The greatest consideration will be in assessing the sponsor's experience providing supportive social services for homeless families. HCD shall include among the rating factors that an agency must have prior experience and a track-record of success operating transitional housing and providing a range of social services (either directly or by referral), such as: case management, employment assistance, drug and alcohol counseling, and other related services. HCD will also take into consideration whether the project sponsor has experience in providing direct services, like transportation assistance, short-term rental assistance, and nutritional assistance.

**4. Are there any unresolved monitoring No
or audit findings on HUD McKinney-Vento
Act grants, excluding ESG?**

(If yes, click on the "Save" button below to explain findings)

3A. Project Detail

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application. The selections made on this form will determine the remaining forms that must be completed with this application.

1. Expiring Grant Number: field populates with the expiring grant number entered as the "Federal Award Identifier" on form 1A. Application Type of this application.
2. CoC Number and Name: (required) - select the appropriate Continuum of Care (CoC) number and name. The selected CoC will receive the application and determine whether or not to include it with the CoC application submission to HUD.
3. Project Name: field populates the 2011 project name from the Project form. Return to the Project form, to make changes to the name.
4. Project Type: field populates the project type (new or renewal), as selected on form 1A. Application Type of this application.
5. Program Type: field populates the program type -- Supportive Housing Program (SHP), Shelter Plus Care (S+C), or Section 8 Moderate Rehabilitation for Single Room Occupancy (SRO), as selected on form 1C. Application Details of this application.
6. Component Type: (required) - select the one component that appropriately identifies the project. The list of available components will depend on the program type selected.
7. Energy star: (required) - select Yes or No to indicate whether or not energy star is being (or will be) used at one or more of the properties that will receive assistance using the requested funds.
8. Title V: (required) - select Yes or No to indicate whether or not one or more of the project properties has been conveyed under Title V.
9. Services in connection with another TH or PH project: select Yes or No to indicate whether or not the project is providing (or will provide) supportive services to participants in another permanent housing or transitional housing project.
10. Innovative SHP: (required) - select Yes or No to indicate whether or not the proposed project is to be considered under the Innovative Supportive Housing component. If yes, indicate in the project description (on form 2B of this application) how the project represents a distinctively different approach when viewed within its geographic area, is a sensible model for others, and can be replicated elsewhere. An applicant should not propose a project under this component unless a compelling case is made that these criteria can be met.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Expiring Grant Number

(e.g., the "Federal Award Identifier" indicated on form 1A. Application Type)

- 2. CoC Number and Name** CA-603 - Santa Maria/Santa Barbara County CoC
- 3. Project Name** Lompoc Transformative Housing
- 4. Project Type** New Project
- 5. Program Type** SHP
Content depends on "CFDA Number" selection
- 6. Component Type** TH
Content depends on "Program Type" selection
- 7. Is Energy Star used at one or more of the properties within this project?** Yes
- 8. Does this project include one or more Title V properties?** No
- 9. Is the project providing services to participants in another PH or TH project?** Not Applicable
- 10. Is the proposed project submitted for consideration under the Innovative Supportive Housing component?** No

3B. Project Description

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

ALL PROJECTS

1. Project Description: (required) - provide a description of the project that is complete and concise. The description must address the entire scope of the project, including a clear picture of the community/target population(s) to be served, the plan for addressing the identified needs/issues of the CoC community/target population(s), projected outcome(s), and any coordination with other source(s)/partner(s). In cases where the proposed project is expanding an existing facility, service, or HMIS system, document, when applicable, how the requested funds will supplement existing services and resources, increase participants served, or increase the capacity of the CoC's HMIS (if applicable). The narrative is expected to describe the project at full operational capacity and to demonstrate how full capacity will be achieved over the term requested in this application. The description should be consistent with and make reference to other parts of this application. Applicants are encouraged to review the detail instructions available on the left menu, as well applicable program regulations and desk guides available online at <http://esnaps.hudhre.info>.

RENEWAL SHP PROJECTS ONLY

2. Was the original project awarded funding for acquisition, new construction, or rehabilitation? (required) - select Yes or No to indicate whether or not the project previously received SHP funds under the CoC competition for acquisition, new construction, or rehabilitation.

NEW PROJECTS ONLY

2. Description of rehabilitation, acquisition, and new construction activities: (required) - describe the proposed rehabilitation and new construction activities for the project site(s). The description must detail the entire scope of the development activities, including the portion of activities funded and not funded through this application. If persons currently occupy building(s) to be rehabilitated, describe the planned relocation effort for these persons. Also describe the role of the applicant, sponsor, and other project partners, and the estimated timeframe for completing development.

NEW SHP-HMIS ONLY

2. HMIS Need: (required) - Describe how needs assessment, resource allocation and service coordination will be improved through the new or expanded HMIS project.
3. State/Federal Funding Overlap: (required) - Demonstrate that HUD funds for this project will not replace state or local government funds.

NEW SHP-TH PROJECTS ONLY

3. Maximum length of stay: (required) - indicate the maximum allowable length of occupancy for persons participating in the project.

NEW SHP-PH ONLY

3. More than 16 persons living in one structure: (required) - select Yes or No to indicate if more than 16 persons reside (or will reside) in any one of the structures assisted with SHP funds requested through this application. If there are more than 16 people, then an explanation is required as to how local market conditions necessitate this size, and how neighborhood integration can be achieved for the residents. For more information on the 16-person limit, see Section 424(c) of the McKinney-Vento Act.

NEW S+C-TRA ONLY

3. Housing selection: (required) - select Yes or No to indicate whether or not participants are required to live in particular structures or units during the first year and in a particular area within the locality in subsequent years, or to live in a particular area for the entire period of participation.

Additional resources:
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Provide a description of the project that addresses its entire scope, including the needs of the community/target population.

The Lompoc Transformative Housing program is intended to fill a critical gap in the under-served City of Lompoc and the Lompoc Valley. The primary provider of transitional housing has notified the public and local officials that it will shortly cease operations, thereby removing 43 transitional beds from the county's inventory. LTH will restore 14 of the beds. The need for services in Lompoc was established as a high priority by the CoC. The most recent homeless census found 110 unsheltered homeless adults who were almost evenly divided between individuals and households with dependent children. HCD proposes to develop a transitional housing program for six homeless families (estimated at 14 persons total or 1.4 dependents per adult). The Transformational Housing Program will focus on long-term homeless families, particularly those outside of the shelter system. Outreach will be conducted by emergency shelter operators and County outreach teams. Eligibility workers and case managers with various County departments shall be advised of the program and encouraged to make referrals. The program's case manager will maintain regular contact with the other social service providers and advise them of vacancies as they occur. The program will be housed in a group shelter with semi-private accommodations. Each family will share a single room. By the time that the grant is executed, suitable space will be available at one or more sites controlled by not-for-profit organizations serving homeless populations. On-site services will include case management with a focus on: securing housing and growing income (primarily through wages). A high priority will be to see each child enrolled in school and to this end the Case Manager will coordinate with the school district's Homeless Liaison. The case manager will work 50% time and assist each family in developing individual action plans that are realistic with respect to attaining the goals of the program. Participation will be limited to 24 months.

2. Describe the rehabilitation proposed for the property and the responsibilities that the applicant and other project partners will have in operating and maintaining the property.

At this time, we do not anticipate the need to rehabilitate any housing as there are a number of suitable properties available in Lompoc. In the event that rehabilitation is required, the County of Santa Barbara HCD will fund that work and cooperate with the City of Lompoc on funding needs.

3. Maximum number of months participants are allowed to be housed at the project site(s): (must not exceed 24 months, or 18 months for RRH)

3C. Project Expansion Information

Instructions:

Complete all fields on this form to indicate whether or not the proposed project expands an existing project scope, and describe the expanding activities.

Expanding an existing housing facility or supportive service: (required) - select Yes or No to indicate whether or not the proposed project establishes new services for existing project, or increases the capacity of HMIS activities, or increases the number of people served by funding additional units at new site(s) or at existing site(s) not currently within the scope of the existing project. If Yes, provide a description of the specific expansion activities.

- One or more of the following five(5) activities may constitute an expansion project:
- Bring existing facilities up to state or local government health and safety standards
 - Replace the loss of nonrenewable funding
 - Increase HMIS capacity and/or functionality
 - Increase the number of homeless persons served
 - Provide additional supportive services to homeless persons

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info/training>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>
www.hud.gov/offices/cpd/about/staff/fodirectors

1. Will the project use an existing homeless facility or incorporate activities provided by an existing project? No

(Click the "Save" button to identify and describe all expanding activities.)

4A. Supportive Services for Participants

Instructions:

The information entered into the form fields below should record the capacity of the project to provide supportive services or access to services that participants require.

1. Project policies and practices are consistent with the educational laws: (required) - select Yes or No to indicate whether or not the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with educational laws, including the McKinney-Vento Act.

2. Designated staff person to ensure that the children in the project are enrolled in school and receive educational services, as appropriate: (required) - select Yes or No to indicate whether or not the project has a designated staff person responsible for ensuring that children are enrolled in school and connected to the appropriate services within the community, including early childhood education programs such as Head Start, Part C of the Individuals with Disabilities Education Act, and McKinney-Vento education services.

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution, if 'No' has been selected for either questions 1 or 2.

NEW PROJECTS ONLY

4. Obtain and remain in permanent housing: (required) - describe the supportive services that will be provided to help project participants locate and stabilize in permanent housing, access mainstream resources, and/or obtain employment.

5. Maximizing employment, income, and independent living: (required) - describe the supportive services that will be provided to help project participants locate employment and access mainstream resources for independent living.

6. Specify the frequency of supportive services to be provided to project participants: (required) - select the frequency (daily, weekly, bi-weekly, monthly, bi-monthly, quarterly, does not apply) of each basic supportive service provided to participants. Basic supportive services include: outreach, case management, life skills, job training, alcohol and drug abuse services, mental health and counseling, HIV/AIDS services, health/home health services, education and instruction, employment services, child care, and transportation.

Specify Other(s): (optional) - enter up to 3 additional supportive services applicable to the proposed project, and enter the frequency of those additional services.

7. Accessibility of community amenities: (required) - select the level of accessibility of basic community amenities for project participants. Basic community amenities should be accessible to participants via walking, public transportation, driving, or transportation provided by the project.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families? Yes

2. Does the proposed project have a designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate? Yes

3. Describe the reason(s) for non-compliance with educational laws, and the corrective action to be taken prior to grant agreement execution.

4. Describe how participants will be assisted to obtain and remain in permanent housing.

Among other duties, the case manager will provide housing search assistance. This assistance will include enrollment in the Housing Choice Voucher program and getting on the waiting list for various affordable housing developments in North County. Housing search may include providing transportation to inspect potential units to transition into. The case manager will also provide resettlement assistance like deposits for a rental unit and utilities and furnishings and household items. Program graduates shall be eligible to receive after-care case management services for up to six months and to participate in group activities at the shelter.

5. Describe specifically how participants will be assisted both to increase their employment and/or income and to maximize their ability to live independently.

Employment services are limited in Lompoc; the nearest EDD office being in the counties to the north and the south and other local resources are located in another city. A number of large employers hire regularly, particularly the City, Lompoc Valley Medical Center, Lompoc Unified School District, Vandenberg Air Force Base, World Minerals, Walmart, and other commercial enterprises. Given the scarcity of services to direct job-seekers to employment opportunities, LTH will install at least one computer in the shelter for community use. The case manager will provide each resident with a list of promising sites to find work and grow in the position. Web-sites will also be pre-programmed on the computer by using bookmarks. Based on demand and interest, the case manager may initiate a job club where persons can exchange ideas about openings and how best to prepare for an interview and how to dress for success. The intent is to see persons pursue a career path (not just a job) that may offer the prospect for greater income and independent living.

6. Specify the frequency of supportive services to be provided to project participants.

Supportive Services	Select frequency
Outreach	Does not apply
Case Management	Daily
Life Skills	Weekly
Job Training	Does not apply
Alcohol and Drug Abuse Services	Does not apply
Mental Health and Counseling	Does not apply
HIV/AIDS Services	Does not apply
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Health/Home Health Services
Education and Instruction
Employment Services
Child Care
Transportation
Other (Specify Below)
Other (Specify Below)
Other (Specify Below)

Does not apply
Does not apply
Weekly
Does not apply
Daily

7. How accessible are basic community amenities (e.g., medical facilities, grocery store, recreation facilities, schools, etc.) to the project? Yes, very accessible

4B. Housing Type and Scale

This list summarizes each housing site in the project. To add a housing site to the list, click the add icon. To view or update a housing site already listed, select the appropriate view icon.

Housing Type	Units	Bedrooms	Beds
Shared housing	1	6	14

4B. Housing Type and Scale Detail

Instructions:

1. Housing type: (required) - select or update the proposed housing type. Refer to the detailed instructions document for a definition of each housing type.
2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.
 - a. Total units: (required) - enter or update the maximum number of units available for housing project participants at the selected housing type.
 - b. Total bedrooms: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
 - c. Total beds: (required) - enter or update the maximum number of bedrooms available for housing project participants at the selected housing type.
3. Geographic areas: (required) - indicate the geographic location(s) of the selected housing type.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Housing Type: Shared housing

2. Indicate the maximum number of units, bedrooms, and beds available for project participants at the selected housing site.

a. Units: 1



b. Bedrooms: 6

c. Beds: 14

3. Select the geographic area(s) associated with the selected housing type. For new projects, select the area(s) expected to be served. 069083 SANTA BARBARA COUNTY

(for multiple selections hold CTRL+Key)

4C. Project Location(s)

The list summarizes the location of each site in the project. To add a location, select the  icon. To view or update a location already listed, select the view  option.

Location Name	Ownership	Street Address 1	Street Address 2	City	State	Zip
Lompoc Housing	Lease	unknown	unknown	Lompoc	California	93436

4c. Project Location Detail

Instructions:

Location Name: (required) - identify the name of the location to be supported using requested funds. For new projects, indicate if the expected location of the site. If the location is unknown at the time of application, use this field to indicate such.

Project Ownership: (required) - select Own or Lease to indicate whether or not the location is owned or leased by the applicant, sponsor, or a parent organization. For new projects, indicate the expected ownership status of the site. SHP projects are statutorily prohibited from using leasing funds as payment for units or structures owned by the applicant, project sponsor, or a parent organization of either entity.

Location Address: (required) - enter the proposed Street Address, City, State, and Zip Code of the proposed property. For new projects, indicate the expected project location, or if the location is unknown, indicate such. However, for SRA projects, the address of each project location is required at the time application. Locations that serve domestic violence victims covered under the VAWA may indicate an administrative office or P.O. Box address.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>

Identify the ownership and location of each site that is (or will be) supported using requested funds.

Location Name	Lompoc Housing
Property Ownership	Lease
Street Address 1	unknown
Street Address 2	unknown
City	Lompoc
State	California
Zip Code	93436

Format: (12345 or 12345-1234)

5A. Project Participants - Households with Dependent Children

Instructions:

Identify the demographics of each household with children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled children: (in this row) - enter the un-duplicated total number of children with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled children: (in this row) - enter the un-duplicated total number of children without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of children: (calculated row) - the total number of children served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://esnaps.hudhre.info/training>

1. Total Number of Households	6						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults							
3. Non-Disabled Adults	6						
4. Disabled Children	0						

5. Non-Disabled Children	8						
6. Total Persons (click on "Save" to auto-calculate)	14	0	0	0	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	6						
8. Total Number of Children (click on "Save" to auto-calculate)	8						

5B. Project Participants - Households without Dependent Children

Instructions:

Identify the demographics of each household without children served (or proposed to be served), at a particular point in time (when the project is at full capacity). The numbers entered here must reflect only those households and persons served using the funds requested in this application.

1. Total number of households: (required) - enter the total number of households without children served (or proposed to be served).

2. Disabled adults: (in this row) - enter the un-duplicated total number of adult persons with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

3. Non-disabled adults: (in this row) - enter the un-duplicated total number of adult persons without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

4. Disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth with a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

5. Non-disabled unaccompanied youth: (in this row) - enter the un-duplicated total number of unaccompanied youth without a disability, under Total Persons. Then, indicate how many fall into each subpopulation (chronically homeless, severely mentally ill, chronic substance abuse, veterans, persons with HIV/AIDS, and DV victims).

6. Total persons: (calculated row) - the total number of persons within each subpopulation is automatically calculated.

7. Total number of adults: (calculated row) - the total number of adults served (or proposed to be served) is automatically calculated.

8. Total number of unaccompanied youth: (calculated row) - the total number of unaccompanied youth served (or proposed to be served) is automatically calculated.

Additional Resources:

Point in time - PIT (definition) - a snap shot of the number of homeless persons that can be served, on any given night or day, when the project is at full capacity. For a new project, this count is based on the applicant's best guess at the time of application. For a renewal project, the PIT is based on the applicant's assessment of the number of participants residing in a facility or served by the program on a particular night or day when the project is at full capacity.

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Total Number of Households	0						
	Total Persons (unduplicated)	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
2. Disabled Adults							
3. Non-Disabled Adults							

4. Disabled Unaccompanied Youth (under 18)							
5. Non-Disabled Unaccompanied Youth (under 18)							
6. Total Persons (click on "Save" to auto-calculate)	0	0	0	0	0	0	0
7. Total Number of Adults (click on "Save" to auto-calculate)	0						
8. Total Number of Unaccompanied Youth (click on "Save" to auto-calculate)	0						

5C. Outreach for Participants

Instructions:

Complete all fields on this form, as appropriate. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

1. Where homeless participants are coming from: (required) - enter the percentage (%) related to the places from which project participants are coming, including: street, emergency shelters, safe havens, or transitional housing who came directly from the streets, emergency shelter, or safe haven.

Total of above percentages: (calculated) - the percentages entered will sum in the Total of above percentages field.

2. If total is less than 100%: (optional) - indicate the other places from which homeless persons enter the project, in the text box provided.

3. Outreach plan: (required for new projects) - describe how the applicant/sponsor plans to bring homeless persons into the project. Also describe the contingency plan that the applicant/sponsor will implement if the project experiences difficulty in meeting the Bonus requirements to serve exclusively homeless and disabled individuals and families. The contingency plan may include re-evaluating the intake assessment procedures or outreach plan.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Enter the percentage of homeless person(s) who will be served by the proposed project for each of the following locations.

Note: this includes persons who ordinarily sleep in one of the places listed below but are spending a short time (90 consecutive days or less) in a jail, hospital, or other institution.

60%	Persons who came from the street or other locations not meant for human habitation.
40%	Person who came from Emergency Shelters.
	Persons who came from Safe Havens.
	Persons in TH who came directly from the street, Emergency Shelters, or Safe Havens.
100%	Total of above percentages

2. If the total is less than 100 percent, identify the other location(s), and how the persons will meet the HUD homeless definition.

3. Describe the outreach plan to bring these homeless participants into the project.

Outreach will be conducted at emergency shelters by case managers, and by eligibility workers at the Department of Social Services and other staff at other County departments providing social services and public health resources. These workers have regular interaction with homeless families and they are in a position to assist with direct support which can be used as an inducement to enter the program. We anticipate a number of referrals from the Lompoc Police Department whose officers routinely come into contact with persons living in their automobiles. Whomever is providing outreach will have brochures available informing other social services workers and potential participants of the program, its goals, requirements, and eligibility criteria. Following initial rent-up, vacancies should be modest because of the limited number of spaces. The case manager will interview all prospective participants to assess the level of commitment to achieving the program goals. Each candidate will be provided with a written assessment and informed of his or her right to have an unfavorable decision reviewed. We expect the participants to become involved in outreach, presenting information about the program at various venues, including the winter warming shelter.

5D. Discharge Planning Policy

1. Has the state or local government developed or implemented a discharge planning policy or protocol to prevent or reduce the number of persons discharged from publicly-funded institutions (e.g. health care facilities, foster care, correctional facilities, or mental health institutions) into homelessness or HUD McKinney-Vento funded programs?

Yes

6A. Standard Performance Measures

Instructions:

For each applicable question on this form, the Applicant must establish performance measurement goals for this project. Applicants are required to set a housing stability goal and to select at least one income-related performance measure on which the grantee will report performance in the Annual Performance Report (APR). The "Universe (#)" column specifies the total number of persons about whom the measure is expected to be reported. In the "Target (#)" column, applicants should specify the number of applicable clients (e.g., the number of persons for whom the goal is relevant) who are expected to achieve the measure within the operating year. The system will calculate a percentage in the "Target (%)" column. For example, if 80 out of 100 clients are expected to remain in the permanent housing program or exit to other permanent housing, the target % should be "80%."

1. Specify the universe and target for the housing measure. Click 'Save' to calculate the target percent (%).

Housing Measure	Universe (#)	Target (#)	Target (%)
a. Persons exiting to permanent housing (subsidized or unsubsidized) during the operating year.	14	10	71%

2. Choose one income-related performance measure from below, and specify the universe and target numbers for the goal. Click 'Save' to calculate the target percent (%).

Income Measure	Universe (#)	Target (#)	Target (%)
a. Persons age 18 and older who maintained or increased their total income (from all sources) as of the end of the operating year or program exit.			0%
OR			
b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit.	6	3	50%

6B. Additional Performance Measures

Specify up to three additional measures on which the project will report performance in the Annual Performance Report (APR).

6B. Additional Performance Measures Detail

Instructions

Specify the universe that each measure applies to, and the number (#) of applicable clients who are expected to achieve each measure within the operating year, the source where data will be compiled (e.g., data reported in HMIS), method of data collection (e.g., data collected by the intake worker at entry and case managers at exit) proposed to measure results, specific data elements and formula proposed for calculating results, and rationale for why the proposed measure is an appropriate indicator of performance for this project.

1. Specify the universe and target goal numbers for the proposed measure.

a. Proposed Measure	b. Universe (#)	c. Target (#)	d. Target (%) (Calculated)
School-age children will attend class 90% of the time.	5	5	100%

2. Data Source (e.g., data recorded in HMIS) and method of data collection (e.g., data collected by the intake worker at entry and case manager at exit) proposed to measure results

Attendance will be recorded on student progress reports. Program participants will be asked to show the report to the case manager who will take note of the student's achievement.

3. Specific data elements and formula proposed for calculating results

Attendance will be measured by subtracting days absent from total days in that reporting period, and dividing the result by the total days in the reporting period.

4. Rationale for why the proposed measure is an appropriate indicator of performance for this program

Regular attendance in school is an important measure of the mother's involvement in the well-being of her student. It also indicates a commitment to the future which in itself represents a hopeful attitude that helps move a family out of homelessness.

Funding Request

Instructions:

The fields that must be completed on this form will vary based on the project type, program type, and component type.

1a. Operating by September 30, 2013? (required) - select Yes or No to indicate whether or not the grant agreement will be execute and the project will begin operating by September 30, 2013. Unobligated funds will not be available after September 30, 2013.

NEW PROJECTS ONLY:

1b. Are special housing funds being requested for this project? (required) - select Yes or No to indicate whether or not the project is requesting funds under the Permanent Housing Bonus funding category. If yes, then the project will be referred to as a new PH Bonus project. Only permanent housing projects are eligible for PH Bonus funds.

2. Is this project using HHN reallocated funds? (required) - select Yes or No to indicate whether the new project is using HHN reallocated funds.

RENEWAL PROJECTS ONLY:

1b. Is this project a HUD approved consolidation? (required) - select Yes or No to indicate whether or not the project has recently consolidated two or more grants, as approved through HUD's grant amendment process.

1c. Was the original project awarded funding (in part or whole) under a special housing initiative? (required) - indicate whether or not the project previously received funds under one of the following housing initiatives: Samaritan Housing, Chronic Homeless, Permanent Housing Bonus, or Rapid Rehousing Demonstration. If yes, then the project must continue to meet the requirements of the initiative for the life of the project, in order to continue to receive renewal funding under the CoC competition.

2. Has this project been reduced through the HHN reallocation process? (required) - select Yes or No to indicate whether the renewal project is reduced through the HHN reallocation process.

NEW AND RENEWAL PROJECTS:

3. Grant term: (required) - indicate the number of years for which new or renewal funding is being request. The number of years that can be selected will vary depending on the project type and program type.

4. Select the activities for which funding is being requested: (required for SHP projects only) - all SHP projects must identify the budget activities for which funding is being requested. Depending on the project type, the following budget activities may be listed: acquisition, new construction, rehabilitation, leasing (units or structures), supportive services, operating, and HMIS. Renewal projects may indicate only those activities listed on the 2011 SHP GIW.

Additional resources:
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1a. Is it feasible for the project to begin operating/under grant agreement by September 30, 2013? Yes

2. Is this project using HHN reallocated funds? No

3. Grant Term: 2 Years

4. Select the activities for which funding is being requested:

Acquisition	<input type="checkbox"/>
New Construction	<input type="checkbox"/>
Rehabilitation	<input type="checkbox"/>
Leasing	<input checked="" type="checkbox"/>
Supportive Services	<input checked="" type="checkbox"/>
Operating	<input checked="" type="checkbox"/>
HMIS	<input type="checkbox"/>

Operating Budget

Instructions:

For each year of the grant term, enter the quantity and total budget request for each operating activity. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

Eligible operating: (populated) - the system populates a list of eligible operating activities for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible operations activities.

Quantity: (required) - enter or update the quantity (eg. FTE hours and benefits for staff, utility types, monthly allowance for food and supplies) for each operating activity for which SHP funding is being requested.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to operating the housing or supportive services facility. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total: (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Total SHP dollars requested: (calculated) - the total SHP funding (\$) requested for each grant year will automatically calculate in the Total SHP dollars requested row.

Cash Match: (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 25% of the project's total Operations budget for each grant year.

Total SHP Operations Budget: (calculated) - the Total Operations Budget will automatically calculate.

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter the total amount (\$) available per grant year.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Eligible Costs	Quantity (limit 400 characters)	SHP Request Year 1	SHP Request Year 2	Total
1.Maintenance/Repair				\$0
2.Staff	0.5 FTE Housing Manager (\$12,533 p/y plus benefits @ 25% (\$3,133))= \$15,667 p/y x 75% = \$11,750	\$11,750	\$11,750	\$23,500
3.Utilities	Gas, electricity, water, trash	\$1,791	\$1,792	\$3,583
4.Equipment (lease/buy)				\$0
5.Supplies	Cleaning & other	\$900	\$900	\$1,800
6.Insurance	General Liability	\$1,473	\$1,473	\$2,946

7.Furnishings	8 beds @ \$125 = \$1,050 & 6 x \$175 = \$1,050 = \$2,100	\$2,100		\$2,100
8.Relocation		\$0		\$0
9.Other (must specify *)				
		\$0		\$0
		\$0		\$0
10.Total SHP Request		\$18,014	\$15,915	\$33,929
11.Cash Match		\$6,005	\$5,305	\$11,310
12.Total SHP Operating Budget		\$24,019	\$21,220	\$45,239
13.Other Resources* (cash and in-kind)		\$0		\$0

*** If not specified, the costs will be removed from the budget.**

The Total values are automatically calculated by the system when you click the "save" button.

Leasing Budget

The following information summarizes the SHP leasing request for the project.

To add information to this list, click on the icon and enter the requested information.

Summary SHP Leased Budgets \$0

SHP Leasing Budget Detail

Instructions:

Name of metropolitan or non-metropolitan fair market rent area: (required) - select or update the FMR area in which the project is located. The list is sorted by state abbreviation.

Size of units: (populated) - these options are system generated.

Number of units/structures: (required) - for each unit size or structure, enter or update the number of units or structures for which funding is being requested. For new projects requesting funds for leasing one or more structure, enter zero in any one of the fields.

HUD Paid Rent: (required) - for each unit size of new project, enter or update the monthly leasing amount. The amount entered must not exceed the FMR or comparable unit amount for the project, whichever is less. The FMRs are available online at <http://www.huduser.org/datasets/fmr.html>. For renewal project, the HUD rent amount is the SHP Leasing amount, which must not exceed the amount listed on the Grant Inventory Worksheet. For new projects requesting funds for leasing one or more structure, enter a zero in any one of the fields.

Number of months: (populated for new projects) - these fields appear for new projects only and are populated once the required fields have been completed and saved.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:

Application Detailed Instructions (on left menu)
<http://www.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Metropolitan or non-metropolitan fair market rent area CA - Santa Barbara-Santa Maria-Goleta, CA
MSA (0608399999)

Unit Size	Number of Units	HUD Paid Rent	Number of Months	Total Rent (per unit size)
SRO			24	\$0
0 Bedroom			24	\$0
1 Bedroom			24	\$0
2 Bedroom			24	\$0
3 Bedroom			24	\$0
4 Bedroom			24	\$0
5 Bedroom			24	\$0
6 Bedroom			24	\$0
7 Bedroom			24	\$0
8 Bedroom			24	\$0
Totals	0			\$0

Enter the appropriate values in the "Number of Units" and "HUD Paid Rent" fields, before clicking on the "Save" button to auto-populate the "Number of Months" and "Total Rent" columns.

Leased Structures Budget

The following information summarizes the SHP funds being requested for one or more structures leased for operating the project.

To add information to this list, click on the icon and enter the requested information.

Structure Name	Paid Amount	Number of Months	Total
Transformative 1	\$2,000	24	\$48,000

SHP Leased Structure(s) Budget Detail

Instructions:

Complete the following fields related to the SHP funds being requested to lease one or more structures for operating the project.

Structure Name: (required) - indicate the name of the structure for which SHP funds are requested.

Structure Location: (required) - indicate the location of the structure.

Paid Amount: (required) - enter the monthly leasing amount. The amount entered must not exceed the monthly rent for comparable structures.

Number of months: (required) - indicate the number of months for which rent is requested. The number of months must correspond to the grant term selected on the Funding Request formlet.

Total: (calculated) - these fields are totaled once the required fields have been completed and saved.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Structure Name	Transformative 1
Example: Structure 1	
Street Address 1	unknown
Street Address 2	unknown
City	Lompoc
State	California
Zip Code	93436
HUD Paid Rent	\$2,000
Number of Months	24
Total	\$48,000
Calculated	

Select the "Save" button to calculate the "Total" leasing budget for the structure.

Supportive Services Budget

Instructions:

For each year of the grant term, enter the quantity and total budget request for each supportive services cost. Revise any information populated from the FY2010 application, to ensure accuracy and completeness of the information submitted in this year's application.

Eligible supportive services: (populated) - the system populates a list of eligible supportive services for which SHP funds can be requested. Please use the 'Other' category to specify any additional, eligible activities, which are not listed. Refer to the SHP Desk Guide for details on eligible supportive services activities.

Quantity: (required) - enter or update the quantity (eg. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which SHP funding is being requested.

SHP Request: (required) - for each grant year, enter or update the amount (\$) requested for each activity that is DIRECTLY related to providing supportive services to homeless participants. The SHP Request should match budget amounts identified on the Grant Inventory Worksheet.

Total: (calculated) - the total SHP funding (\$) requested for each activity will automatically calculate in the Total column.

Cash Match: (required) - for each grant year, enter or update the cash amount (\$) available to support the SHP request. By law, the grantee or project sponsor must make cash payment for at least 20% of the project's total Supportive Service annual budget.

Total SHP Supportive Services Budget: (calculated) - the Total Supportive Services Budget will automatically calculate.

Other Resources: (no input required) - if there are in-kind or additional cash resources above the requested cash match requirement, enter or update the total amount (\$) available per grant year.

Additional resources:
Application Detailed Instructions (on left menu)
<http://esnaps.hudhre.info>
<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

Supportive Services Costs	Quantity (limit 400 characters)	SHP Request Year 1	SHP Request Year 2	Total
1. Outreach				\$0
2. Case Management	.50 FTE Case Manager (salary = \$31,250 + Benefits (@ 25% = \$7,813 = \$39,063/.5 = \$19,531 x 80% = \$15,625))	\$15,625	\$15,625	\$31,250
3. Life Skills (outside of case management)				\$0
4. Alcohol and Drug Abuse Services				\$0
5. Mental Health and Counseling Services				\$0
6. HIV/AIDS Services				\$0
7. Health Related and Home Health Services				\$0
8. Education and Instruction				\$0
9. Employment Services				\$0

Applicant: Santa Barbara County Housing and Community Development

131851003

Project: Lompoc Transformative Housing

050247

10. Child Care				\$0
11. Transportation	Bus passes (8 @ \$30 = \$240 x 24 mos. = \$6,048)	\$3,024	\$3,025	\$6,049
13. Other (must specify)				
				\$0
				\$0
				\$0
14. Total SHP dollars requested		\$18,649	\$18,650	\$37,299
15. Cash Match		\$4,663	\$4,663	\$9,326
16. Total SHP Supportive Services Budget		\$23,312	\$23,313	\$46,625
17. Other resources (cash and in-kind)				\$0

Supportive Housing Program (SHP) Summary Budget

The following information summarizes the SHP funding request and the available cash match for the total term of the project. However, the appropriate amount of administrative costs must be entered in the field below. Please make sure that the budget amounts requested for all renewal projects correspond to the budget amounts on Grant Inventory Worksheet.

Selected Grant Term 2 Years

SHP Activities	SHP Dollars Request	Cash Match	Totals
1. Acquisition	\$0	\$0	\$0
2. Rehabilitation	\$0	\$0	\$0
3. New Construction	\$0	\$0	\$0
4. Subtotal (Lines 1 - 3)	\$0	\$0	\$0
5. Real Property Leasing From Leasing Budget Chart	\$48,000		\$48,000
6. Supportive Services From Supportive Services Budget Chart	\$37,299	\$9,326	\$46,625
7. Operations From Operating Budget Chart	\$33,929	\$11,310	\$45,239
8. HMIS From HMIS Budget Chart	\$0	\$0	\$0
9. SHP Request (Subtotal lines 4-8)	\$119,228		
10. Administrative Costs (Up to 5% of line 9)	\$5,961		
	Total SHP Request (Total lines 9 and 10)	Total Cash Match	Total Budget (Total SHP Request + Total Cash Match)
	\$125,189	\$20,636	\$145,825

Project Leveraging

The following list summarizes the funds that will be used as leverage for the project. To add a leveraging source to the list, click on the icon below. To view or update a leveraging source already listed, click on the icon below.

Total value of written commitment \$20,636

Contributor	Source	Date of Commitment	Value of Commitments
Santa Barbara Cou...	Government	10/28/2011	\$20,636

Project Leveraging Detail

Instructions:

Leveraged resources - if a written commitment is not in-hand at the time of application, do not enter the contribution. Undocumented leveraging claims may result in the re-scoring of the CoC application and the withdrawal of the conditional award.

1. Type of Contribution: (required) - select Cash or In-kind to denote the type of contribution being used as leveraging for this project.

2. Name of Contributor: (required) - enter the name of the contribution.

3. Type of source: (required) - select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP), HUD-VASH (VA Supportive Housing program), and the American Reinvestment and Recovery (ARRA) Act funds may be considered Government sources. Project applicants are encouraged to leverage the funds from these sources, whenever possible. A CoC may receive extra points if any of its project applicant identifies NSP funds as a source of leveraging for one or more projects.

4. Date of written commitment: (required) - enter the date of the written contribution.

5. Value of written commitment: (required) - enter the total dollar value of the contribution.

Additional resources:

Application Detailed Instructions (on left menu)

<http://esnaps.hudhre.info>

<http://www.hudhre.info/index.cfm?do=viewHomelessAndHousingProgramInfo>

1. Type of Contribution	Cash
2. Name the Source of the Contribution	Santa Barbara County Housing & Community Development
3. Type of Source	Government
4. Date of Written Commitment	10/28/2011
5. Value of Written Commitments	\$20,636

8A. Attachment(s)

Instructions

1. Sponsor Nonprofit Documentation - Documentation of the sponsor's nonprofit status must be uploaded, if the applicant and project sponsor are different entities, and the sponsor is a nonprofit organization.

2. PHA Certification - Non-PHA Applicants for S+C SRO and Section 8 SRO projects must submit a signed and dated letter from an authorized representative of the local PHA certify that the Applicant is authorized to act on behalf of the PHA. Applicant is authorized to act on behalf of the PHA.

3. Other Attachment(s) - Attach any additional information supporting the project funding request. Use a zip file to attach multiple documents.

Document Type	Required?	Document Description	Date Attached
1. Sponsor Nonprofit Documentation	No		
2. PHA Certification Letter	No		
3. Other Attachment	No	Cash Match Letter	10/28/2011

Attachment Details

Document Description:

Attachment Details

Document Description:

Attachment Details

Document Description: Cash Match Letter

8B. Certification

A. For the Supportive Housing (SHP), Shelter Plus Care (S+C), and Single Room Occupancy (SRO) programs:

Fair Housing and Equal Opportunity

It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

It will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

It will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

It will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. The applicant will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations.

It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u)), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

It will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

It will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101-07), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

It will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, it will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

It will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended.

Additional for S+C:

If applicant has established a preference for targeted populations of disabled persons pursuant to 24 CFR 582.330(a), it will comply with this section's nondiscrimination requirements within the designated population.

B. For SHP Only.

20-Year Operation Rule.

For applicants receiving assistance for acquisition, rehabilitation or new construction: The project will be operated for no less than 20 years from the date of initial occupancy or the date of initial service provision for the purpose specified in the application.

1-Year Operation Rule.

For applicants receiving assistance for supportive services, leasing, or operating costs but not receiving assistance for acquisition, rehabilitation, or new construction: The project will be operated for the purpose specified in the application for any year for which such assistance is provided.

C. For S+C Only. Supportive Services.

It will make available supportive services appropriate to the needs of the population served and equal in value to the aggregate amount of rental assistance funded by HUD for the full term of the rental assistance.

D. Explanation.

Where the applicant is unable to certify to any of the statements in this certification, such applicant shall attach an explanation behind this page.

Name of Authorized Certifying Official Sharon Friedrichsen

Date: 10/28/2011

Title: Director

Applicant Organization: County of Santa Barbara

PHA Number (For PHA Applicants Only):

I certify that I have been duly authorized by the applicant to submit this Applicant Certification and to ensure compliance. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

X

EXHIBIT B
TECHNICAL SUBMISSION

2011 Technical Submission

for the

Supportive Housing Program

Public reporting burden for this collection of information is estimated to average 32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

As described in the Continuum of Care Homeless Assistance Notice of Funding Availability (NOFA), conditionally selected applicants will be requested to submit additional project information, which may include documentation to show the project is feasible; documentation of firm commitments for cash match; documentation showing site control; information necessary for HUD to perform an environmental review, where applicable; and such other documentation as specified by HUD in writing to the applicant, that confirms or clarifies information provided in the application.

If the conditionally selected applicant is unable to meet any conditions for fund award within the specified timeframe, HUD reserves the right not to award funds to the applicant.

Technical Submission

General Instructions

Submission Process

The 2011 Supportive Housing Program (SHP) application process has two essential phases for new projects. First, eligible organizations submit applications for SHP projects in response to the Continuum of Care Homeless Assistance Notice of Funding Availability (NOFA). An applicant that is successful in the competition (called a “conditionally selected grantee” or “selectee”) then completes a second phase by providing more detailed technical information not contained in the original application. This Technical Submission document contains all of the information HUD requires for the second (and final) phase prior to grant execution. All selectees, whether funded for a new SHP project, or an expansion of an existing effort, will complete this document. The McKinney-Vento Act gives HUD authority to renew the assistance that was awarded, therefore, please note that a technical submission is not required for renewal projects. Amendments to the renewal grant must be done at the grant agreement execution phase. (Contact the local Field Office for more details.)

There is a cover page and eight Exhibits as outlined below. Exhibit 1, Project Summary, should be completed by all selectees, including renewals, according to the specific instructions contained in each section. For all other Exhibits, selectees should fill out only the Exhibits which correspond to the activities in their 2011 application to HUD. In reviewing the submission, the local HUD Field Office may find activities that are ineligible or simply misclassified, which would reduce the award or shift funding to another activity. HUD cannot, however, increase funding to a project because of the competitive nature of these awards.

A Technical Submission must be completed for each new conditionally selected project. The selectee may have a project sponsor (the organization that will carry out the daily operation of the project) complete a Technical Submission for each project and submit it to the selectee when the project sponsor is not the same organization as the selectee. The selectee, however, is responsible for ensuring that the Field Office receives the Technical Submission by the deadline.

The following information must be submitted, as applicable:

Cover Page: Table of Contents and Certification.

Exhibit 1: Project Summary - Selectee and project sponsor information, project budget and milestones.

Exhibit 2: Acquisition, Rehabilitation, New Construction and Project Feasibility - Cost, site control, and zoning information. A separate exhibit must be submitted for each structure within a project. For project feasibility, total amount of cash needed to do acquisition, rehabilitation, or new construction.

Exhibit 3: Real Property Leasing - Leasing costs for supportive housing and/or supportive service facilities.

Exhibit 4: Supportive Services - Types, quantities, and costs of services, and site control for sites operated by the project sponsor.

Exhibit 5: Operating Budget - Types and costs for each SHP-funded operating cost, and site control.

Exhibit 6: HMIS Dedicated Project – Types, quantities, resources, costs of an HMIS, operations and match.

Exhibit 7: Administration - Distribution plan for administrative funds.

Exhibit 8: Leveraging - Leveraging documentation.

Grant Agreements

HUD will enter into a grant agreement with the selectee once the Technical Submission is completed and approved. When a project sponsor is not the selectee organization, the project sponsor will be a sub-recipient to the selectee.

A selectee awarded funding for multiple projects will enter into a separate grant agreement for each project, thereby accommodating projects that are ready to begin operation at varying times.

**Technical
Submission
(cont.)**

General Instructions

Environmental Review

(1) No recipient is permitted to enter into a contract or otherwise commit HUD or local funds for acquisition, rehabilitation, leasing (except scattered-site tenant based rental assistance), conversion, repair, or construction of the property to provide housing under the program prior to completion of the environmental review process and approval of either HUD 7015.15 or HUD-4128 by the HUD Field Office CPD Director.

(2) For recipients who are private nonprofit organizations or public housing authorities (PHA), the environmental review is to be performed by responsible entities (units of general local government in whose jurisdiction the activity is located or States) in accordance with 24 CFR Part 58 – “Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities”- whether or not the grantee is itself a unit of local government or State. Previously, the review was required to be performed by HUD for PHA and nonprofit grantees in accordance with 24 CFR Part 50 – “Protection and Enhancement of Environmental Quality.” If a responsible entity is either unwilling or unable to perform an environmental review for grantees who are public housing agencies or private nonprofit organizations (Section 58.11), or if HUD determines that the responsible entity should not perform the environmental review on the basis of performance, timing or compatibility of objectives, HUD may designate another responsible entity to conduct the review under Part 58 or may itself conduct the environmental review under Part 50.

Recording Restrictive Use and Repayment Covenants in CPD’s Supportive Housing Program

The Supportive Housing Program (SHP) is authorized by Subtitle C of the McKinney-Vento Act. The use restriction and repayment requirements are found at section 423(b) and (c), § 42USC 11383(b) and (c). These requirements apply to projects receiving SHP funds for acquisition, rehabilitation, and/or new construction. Conforming regulations are located at 24 CFR§ 583.305. Please contact the local HUD Field Office to discuss the recordation requirements of the jurisdiction.

Site Control

By law, a project sponsor must have site control within one year after HUD notified the selectee of its conditionally selected award if SHP funds will be used for: (a) acquisition, rehabilitation and/or new construction; (b) operating costs for supportive housing; (c) supportive services at a site it also operates; and (d) leasing of units that participants will not eventually control and SHP supportive services will be provided at the site. Exhibits 2, 3, 4, and 5 describe the acceptable forms of site control. If site control is not obtained within one year, HUD will withdraw its offer to enter into a grant agreement and the project will not receive funding.

Site control is not needed, however, when grant funds will be used solely to provide services at a site not operated by the project sponsor, to be used solely for leasing, or when the lease will be given to the project participants.

**Technical
Submission
(cont.)**

General Instructions

Assembly

To help HUD expedite the review of the submission, please assemble it in the order as outlined under the Submission Process heading in these instructions. If an Exhibit is not applicable, please label it as such. Use tabs to mark each Exhibit and number all pages sequentially. Supporting documentation, such as cost estimates, may be referenced in the appropriate Exhibit and attached as an appendix.

Deadline and Questions

The deadline for the Technical Submission is no later than one month from the date of the letter from the selectee's HUD Field Office requesting the submission. Selectees may submit Exhibits as they complete them; however, the entire submission must be submitted by the deadline. The HUD Reform Act provisions that prohibited application-related contact during the application phase do not apply during this Technical Submission phase, call the local HUD Field Office if there are specific questions about this document.

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Cover Page

Recipient's Name:
 County of Santa Barbara

HUD Project Number:
 CA1123B9D031100

Check the program component/type that classifies the project:

- ☒ Transitional Housing (TH)
☐ Permanent Housing for Homeless Persons with Disabilities (PH)
☐ Supportive Services Only (SSO)
☐ Safe Haven (SH)
☐ Homeless Management Information System (HMIS)
☐ Innovative Supportive Housing (ISH)

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(Enter the page number for each Exhibit in the space provided below.)

- 7 Exhibit 1 Project Summary
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- 17 Exhibit 3 Real Property Leasing
- 21 Exhibit 4 Supportive Services
- 50 Exhibit 5 Operating Budget
- 58 Exhibit 6 Homeless Management Information System
- 62 Exhibit 7 Administration
- 65 Exhibit 8 Leveraging

Certification:

Name & Title of the Person who can answer questions about this document:

Anacleto J. Quinoveva
 Housing Program Specialist II

Phone (include area code):
 (805) 560-1090

Address:

105 E. Anapamu St., Suite 105
 Santa Barbara, CA 93101

I hereby certify that all the information stated herein is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name & Title of Authorized Official:

Herman Parker
 Director, Community Services Department

Signature & Date:

 8/28/13

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 1: Project Summary

Exhibit 1 consists of Sections A-D which request selectee and sponsor information, project budget and milestones, program goals, and number of beds, participants and supportive services.

A. Selectee, and Sponsor Information - Fill in the information requested below. Fill in the HMIS Lead for HMIS projects. When the selectee is the same organization as the project sponsor, complete only the selectee information.

Selectee Name	County of Santa Barbara	Sponsor Name	Good Samaritan Shelter
Contact Person	Anacleto J. Quinoveva	Contact Person	Sylvia Barnard
Phone	(805) 560-1090	Phone	(805) 346-8185 x215
FAX Number	(805) 560-1091	FAX Number	(805) 346-8656
E-Mail Address	aquinoveva@co.santa-barbara.ca.us	E-Mail Address	goodsamshelter@gmail.com
Street Address	105 E. Anapamu St., Suite 105	Street Address	246 E. Inger Dr.
City, State, Zip	Santa Barbara, CA 93101	City, State, Zip	Santa Maria, CA 93454
HMIS Lead		Contact Person	
Street Address		Phone	
City, State, Zip		E-Mail Address	

B. Project Budget and Milestones - This section must be completed by all new selectees.

1. Chart 1 - Summary Project Budget

To complete Chart 1, Summary Project Budget, enter the amount of SHP funds requested by line-item in the first column. For leasing, supportive services, and operations, the amount entered should be for the SHP grant term selected. In the second column, enter the amount of other cash that will be contributed to the project. This amount plus the SHP request must equal the total budget amount for the project. Enter the amounts for all structures in the project. Each line-item amount in this chart should match the amounts shown in Exhibits 2 through 8, as appropriate.

Requested grant term (1, 2, or 3 years): 2

Chart 1 - Summary Project Budget

	SHP Request	Applicant Cash	Total Project Budget
1. Acquisition			
2. Rehabilitation			
3. New Construction			
4. Subtotal (lines 1 thru 3)*			
5. Real Property Leasing	\$0		
6. Supportive Services**	\$37,299	\$9,326	\$46,625
7. Operations***	\$81,929	\$27,310	\$109,239
8. HMIS**			
9. SHP Request (subtotal lines 4 thru 8)	\$119,228		
10. Administration (up to 5% of line 9)	\$5,961		\$5,961
11. Total SHP Request (total lines 9 and 10)	\$125,189	\$36,636	\$161,825

* By law SHP request for these activities cannot be more than 50% of the total acquisition, rehabilitation, and new construction budget.

** By law, SHP funds can be no more than 80% of the total supportive services or total HMIS budget.

***By law, SHP can pay no more than 75% of the total operating budget.

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 1: Project Summary

2. Chart 2 - Project Milestones

To complete Chart 2, Project Milestones, enter the number of days from the execution of the grant agreement that each of the following milestones will occur, for each structure in the project. If the project has only one structure or no structures, complete only column A. Enter "N/A" if the event is not applicable.

Please note that the milestones entered will become part of the selectee's grant agreement and, therefore, it is important that the milestones are appropriate given the scope of the project and achievable by the SHP prescribed timeframes in the regulation at Section 583.410 and timeliness standards listed in the 2011 NOFA located at: <http://archives.hud.gov/funding/2011/fundsavail.cfm>

Establish the major milestones for implementation of the HMIS project and enter the number of days from execution of the grant that each milestone will occur.

Chart 2 - Project Milestones

	Days from Execution of Grant Agreement Structure			
	A	B	C	D
1. Closing on purchase of land, structure, or execution of lease				
2. Last unit leased, if leasing scattered units				
3. Rehabilitation started				
4. Rehabilitation completed				
5. New construction started				
6. New construction completed				
7. Operations staff hired	30	30		
8. Residents begin to occupy	30	30		
9. Supportive services begin	30	30		
10. Facility near 100% occupied	60	60		
11. Enrollment in supportive services near 100% capacity	60	30		
12. Implementation of the HMIS project				

- C. Program Goals** - The goals for SHP are to help program participants (a) obtain and remain in permanent housing, (b) increase their skills and/or income, and (c) achieve greater self-determination. In order to meet these program goals, each project should develop specific performance measures. Performance measures have three major components. First, the goals must relate to the outcomes (e.g., the program participant will successfully complete substance abuse treatment), rather than inputs (e.g., the program participant will attend 25 substance abuse sessions). Second, the goals must have a time frame for achievement and, third, they must have a percentage/number indicating a level of achievement.

In a separate narrative, which should be submitted as an attachment to this Exhibit, please describe the performance measures that will be used for each of the SHP goals and how success in meeting each of the goals will be measured. Please include both housing and services in the discussion. At least one performance measure for the skills/income goal must address accessing mainstream health and human service programs. Success in meeting the program's performance measures must be reported in the Annual Performance Report.

Examples of performance measures for each of the SHP goals are:

- Goal: Obtain and remain in permanent housing
 - 70% of those families entering the program will receive Section 8 certificates **when exiting the program**.
- Goal: Increase skills and income
 - 80% of the participants who receive no benefits upon entry will receive entitlement benefits within 6 months.
- Goal: Achieve greater self-determination
 - 85% of clients will meet at least one goal on their Individual Service Plan.

Attachment to Exhibit 1: Project Summary

Performance Measures

Goal: Obtain and remain in permanent housing

70% of families entering the program will move into permanent housing when exiting the program.

Goal: Increase skills and/or income

- 75% of persons showing limited literacy will increase their reading performance by 50% within six months.
- 65% of families entering the program without benefits will receive entitlement benefits within three months.

Goal: Achieve greater self-determination

- 50% of all exits will demonstrate the capacity to live independently by preparing a balanced budget prior to exit.
- 100% of adult participants will learn life skills within first three months of program.
- 100% of adult participants in need of drug and alcohol treatment will remain drug-free within six months of intake.

Technical
Submission

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 1: Project Summary

D. Type and Scale of Housing

The housing type(s) was entered in the original application submitted in e-snaps. If there has been a change in the type of housing in the project, identify the changes in this Exhibit and indicate the specific address of each site. Scattered-site project applicants only need to fill out one box for each housing type in the project. Indicate only those sites being funded using SHP funds awarded for this project. **This page may be duplicated if there are more than three types of housing.**

Housing type (select one)	<input type="checkbox"/> Barracks <input type="checkbox"/> Dormitory <input type="checkbox"/> Shared Housing <input type="checkbox"/> SRO Units <input type="checkbox"/> Clustered Housing <input type="checkbox"/> Scattered-site Apartments <input checked="" type="checkbox"/> Single Family Homes/ Townhomes /Duplexes	
Address: 115 South L Street, Lompoc, CA 93436		
Identify the units, bedrooms and beds for the type of housing listed above.		
Units	3	
Bedrooms	3	
Beds	12	

Housing type (select one)	<input type="checkbox"/> Barracks <input type="checkbox"/> Dormitory <input checked="" type="checkbox"/> Shared Housing <input type="checkbox"/> SRO Units <input type="checkbox"/> Clustered Housing <input type="checkbox"/> Scattered-site Apartments <input type="checkbox"/> Single Family Homes/ Townhomes /Duplexes	
Address: 608 West Ocean Avenue, Lompoc, CA 93436		
Identify the units, bedrooms and beds for the type of housing listed above.		
Units	1	
Bedrooms	2	
Beds	7	

Housing type (select one)	<input type="checkbox"/> Barracks <input type="checkbox"/> Dormitory <input type="checkbox"/> Shared Housing <input type="checkbox"/> SRO Units <input type="checkbox"/> Clustered Housing <input type="checkbox"/> Scattered-site Apartments <input type="checkbox"/> Single Family Homes/ Townhomes /Duplexes	
Address:		
Identify the units, bedrooms and beds for the type of housing listed above.		
Units		
Bedrooms		
Beds		

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 1: Project Summary

D.1. Households in the Project – with Dependents (Children)

The purpose of this form is to capture the total number of homeless persons the organization has committed to serve as indicated in the e-snaps application or as modified by the field office (i.e., change due to funds being reduced), as well as the subpopulations/disabilities for each household member. If the project is not serving households with dependent children, enter "0" in the "Total Number of Households" field. **Enter the same information that was entered into e-snaps in the original application or use this form to indicate any changes since the project was conditionally-selected.**

Total Number of Households	6
-----------------------------------	----------

	Total Persons	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Disabled Adults	6		6			3
Non-Disabled Adults						
Disabled Children	5					
Non-Disabled Children	8					
Total Persons	19					
Total Number of Adults	6					
Total Number of Children	13					

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 1: Project Summary (continued)

D.2. Households in the Project – without Dependents (Children)

The purpose of this form is to capture the total number of homeless persons the organization has committed to serve as indicated in the e-snaps application or as modified by the field office (i.e., change due to funds being reduced), as well as the subpopulations/disabilities for each household member. If the project is not serving households without dependent children, enter "0" in the "Total Number of Households" field. **Enter the same information that was entered into e-snaps in the original application or use this form to indicate any changes since the project was conditionally-selected.**

Total Number of Households	0
-----------------------------------	----------

	Total Persons	Chronically Homeless	Severely Mentally Ill	Chronic Substance Abuse	Veterans	Persons with HIV/AIDS	Victims of Domestic Violence
Disabled Adults							
Non-Disabled Adults							
Disabled Unaccompanied Youth							
Non-Disabled Unaccompanied Youth							
Total Persons	0						
Total Number of Adults							
Total Number of Children							

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
**Exhibit 2: Acquisition, Rehabilitation, New Construction, and
 Project Feasibility (new or expansion projects only)**

Exhibit 2 consists of Sections A-G which request information on the structure address, cost, site control, zoning, and total amount of cash needed for SHP- funded acquisition, rehabilitation, or new construction. Please complete a separate Exhibit 2 **for each SHP-funded structure** to be assisted within the project. In addition, for Section E.4.b., attach a narrative describing in-kind contributions (if any) directly related to the rehabilitation or new construction.

Please note that all projects requesting funding for acquisition, rehabilitation, and/or new construction activities are subject to environmental review requirements (see General Instructions).

**A. Address of
Structure**

Street _____
 City _____
 State/Zip _____

Is this the same address provided in the original application to HUD? ☐ Yes ☐ No

If "No," attach a narrative describing why a different structure is proposed, including any implications for acquisition, rehabilitation, or new construction costs.

B. Site Control

A project sponsor must have control of any structure that will receive SHP funding for acquisition for supportive housing or a supportive services facility, or new construction for supportive housing.

1. Does the project sponsor have site control at this time?

☐ Yes (complete question 2)

☐ No (The project sponsor has one year from the date of HUD's letter to the selectee notifying it that it was conditionally selected to gain site control.)

2. Check the appropriate box below to indicate the form of site control that the project sponsor has now **and attach a copy of the document. These are the acceptable forms of site control:**

☐ Deed or other proof of ownership ☐ Executed lease agreement

☐ Executed contract of sale ☐ Executed option to purchase or lease

C. Zoning

Attach **one** of the following sources of zoning documentation:

1. A statement on letterhead stationery from the unit of general local government (in which the structure is located) indicating that the proposed use of the structure is permissible under the applicable zoning ordinances and regulations; **or**
2. If the structure is zoned for a use other than that intended by the project, submit documentation that the zoning will be changed within one year from the date of HUD's letter to the selectee notifying it of its conditionally selectee status; **or**
3. Documentation that a lawsuit or a HUD complaint related to the proposed site has been filed, or a commitment that it will be filed three months (of initial notification of award), challenging the legality of the current zoning ordinance or regulations under the Fair Housing Act.

Technical
Submission
N/A

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 2: Acquisition, Rehabilitation, New Construction, and
Project Feasibility (new or expansion projects only)

**D. Acquisition
Cost**

If requesting SHP funds to acquire real property (land and/or a structure), enter the **total** acquisition cost in the applicable line below. Attach a photograph of the property.

1. Cost of real property is to be acquired from a person or entity other than the project sponsor.

\$ _____ or

2. Cost of paying off the project sponsor's outstanding debt on a loan on real property to be used in the SHP project. Please note that SHP funds may only pay debt on property **not currently** used as supportive housing or for supportive services for homeless persons.

\$ _____

- a. Attach to this Exhibit documentation indicating the balance owned on the loan, mortgage or deed of trust.
- b. To avoid potential conflict of interest (see the SHP rule at Section 583.330(e)), describe in a narrative the current owner's proposed involvement in the SHP project.

**E. Rehabilitation
and New
Construction
Cost**

If requesting SHP funds for rehabilitation or new construction of a structure, provide the following information:

1. Attach a thorough description of the nature, scope and square footage of the proposed work.
2. If new construction is proposed, attach a narrative describing how the costs associated with the construction are substantially less than rehabilitating the structure and/or that there is a lack of available structures to rehabilitate at a cost less than new construction.
3. Attach a cost estimate prepared by a qualified person in the field (such as an architect, contractor or engineer) that describes the labor and materials costs by major trade headings (such as plumbing, electrical and landscaping), and indicates all fees, taxes, builder's overhead and profit, contingency amounts and other items appropriate for the work to be completed. **Please note that SHP funds cannot be used to pay developer's fees or to establish working capital or operating deficit funds.**
4.
 - a. The total rehabilitation or construction cost for the structure based on the cost estimate: \$ _____
 - b. The total in-kind contributions (non-cash) to be made towards the rehabilitation or construction of the structure (such as materials, labor):
\$ _____
 - c. The total cash needed for rehabilitating or constructing the structure (4a minus 4b). \$ _____

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
**Exhibit 2: Acquisition, Rehabilitation, New Construction, and
 Project Feasibility (new or expansion projects only)**

**F. SHP Funding
Request**

1. Enter the total SHP request for acquisition, rehabilitation and new construction for the structure:

\$ _____ (Please ensure that this amount matches project summary budget amounts in Exhibit 1, Chart B.1., for these activities.)

**G. Project
Feasibility**

By completing Exhibit 2, a project sponsor will demonstrate that it has enough documented cash resources to carry out these activities and meet the SHP match requirement, and that the resources will be available to meet the structure milestones schedule in Exhibit 1.

**a. Cash
Requirements**

Enter the total cash needed to complete acquisition, rehabilitation, and/or new construction of **all structures** in the project. (Total of all structures in Ex. 2)

\$ _____

**b. Cash
Resources**

Fill in the following table with new cash resources to be used for acquisition, rehabilitation or new construction. Do not include the cost of non-cash contributions or enter cash resources already committed to existing projects. Cash resources may be provided by the project sponsor, Federal, State and local governments, or private sources.

Sources of Cash for Acquisition/ Rehabilitation/New Construction	Page Nos. of Documentation	Amount \$	HUD Use Only
1.			
2.			
3.			
4.			
5.			
6.			
7.			

c. Total Cash	Total cash resources excluding SHP request (add Lines 1 thru 7 above)		
d. SHP Request	SHP request (line a. minus line c.) (SHP request may not be greater than line c.)		

- e. Documentation of Feasibility** Cash resources listed above in Part b. must be documented on letterhead stationery, signed and dated by an authorized representative, and attached to this Exhibit. Each letter must, at a minimum, contain the following elements:
1. The name of the organization providing the cash resource;
 2. The amount;
 3. The type of activity for which the funds will be used (e.g., acquisition, rehabilitation, or new construction);
 4. The name of the project sponsor organization that the resource will be contributed to and/or the name of the project; and
 5. The date the funds will be available.

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 3: Real Property Leasing
 (all new projects requesting leasing funds)

SHP funds may be used to lease space for supportive housing or supportive services. If requesting SHP leasing funds, complete the appropriate tables that follow. Housing and service space may be in the form of scattered-site leased units, or within a structure. The structures to be leased may be structures currently configured for, or structures to be converted to provide supportive housing and/or supportive services. **Under no circumstances may SHP leasing funds be used to lease units or structures owned by the project sponsor, the selectee, or their parent organizations. This includes organizations which are members of a general partnership where the general partnership owns the structure.**

Chart A should be completed out only if leasing units or structures that are currently configured for housing and/or services and, therefore, a FMR or actual rent can be used. **If a negotiated actual rent (s) is lower than the area's FMR, use that amount instead of the FMR. Please note that FMR's are gross rent amounts that include shelter rent and the cost of utilities, except telephone. Therefore, if an actual rent amount, is used include a utility allowance. The local Public Housing Authority should be contacted for a schedule of utility allowances. The actual rent plus utility allowance may not exceed the FMR.** Complete Chart B only if leasing a structure that will be converted into space for housing and/or services and for which an FMR is not applicable. The Chart in Section C is a summary of the total SHP request for each year of the grant term for all units and/or structures in the project.

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 3: Real Property Leasing
 (all new projects requesting leasing funds)

A. Leased Unit(s) or Structure(s) Configured for Housing and/or Services

If proposing to lease units or structures in more than one metropolitan or non-metropolitan area, complete the appropriate number of tables for each area with a different FMR or actual rent. Please reproduce this Exhibit as needed to accommodate projects using more than one FMR or actual rent.

Enter the number of unit(s)/structure(s) by the bedroom size to be leased and the lower of the actual rent or the FMR as published in the Federal Register on September 30, 2011. The space to be leased may be scattered-site (e.g., one-bedroom apartments in five different apartment complexes) or contained within a structure (e.g., a group home with six bedrooms).

Multiply the number of units/structures by the FMR or actual rent, whichever is lower, by 12 months (# of units x FMR or actual rent x 12) and enter the result in the Year 1 column and the total column. If a multi-year lease (e.g., the grant term is for 2 or 3 years), enter the Years 2 and 3 costs, as applicable, and then total.

Please note that the FMR for a single room occupancy (SRO) unit is equal to 75% (0.75) of the 0-bedroom FMR. The FMRs for unit sizes larger than 4-bedrooms are calculated by adding 15% to the 4-bedroom FMR for each extra bedroom. For example, the FMR for a 5-bedroom unit is 1.15 times the 4-bedroom FMR, and the FMR for a 6-bedroom unit is 1.30 times the 4-bedroom FMR.

FMRs may be found at the following WEB site:

<http://www.huduser.org/datasets/fmr.html>

Chart A:

Name of metropolitan or non-metropolitan FMR area:

Address (if scattered site, indicate so):

Size of units	No. of units/structures	FMR or HUD rent paid	No. of Mos.	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
1. SRO	x	x	12 =				\$
2. 0 bdrm	x	x	12 =				\$
3. 1 bdrm	x	x	12 =				\$
4. 2 bdrm	x	x	12 =				\$
5. 3 bdrm	x	x	12 =				\$
6. 4 bdrm	x	x	12 =				\$
7. 5 bdrm	x	x	12 =				\$
8. 6 bdrm	x	x	12 =				\$
9. Other	x	x	12 =				\$
10. Totals				\$	\$	\$	\$

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 3: Real Property Leasing
 (all new projects requesting leasing funds)

B. Leased Unit(s) Structure(s) – No Applicable FMR

If leasing a structure or portion of a structure that will be converted into space for housing and/or services, fill out Chart B below using a monthly leasing cost that is comparable to and no more than the rents being charged for similar space in the area. **If the project has more than one structure, reproduce Chart B and complete it, starting with structure 2.**

Multiply the monthly leasing costs by 12 months and enter the result in the Year 1 column. If a multi-year lease (e.g., the grant term is for 2 or 3 years), enter the Years 2 and 3 costs, as applicable, and then total.

Chart B:

Structure 1	Monthly Leasing Cost	No. of Mos.	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
	\$0 x	12 =	\$0	\$0	\$	\$0

Address:

	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
Totals	\$0	\$0	\$	\$0

C. SHP Leasing Request

Transfer the Year 1, 2, 3, (as applicable, depending on the grant term) and total figures from Tables A and/or B to the chart below.

	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
1. Total Budget	\$0	\$0	\$	\$0
2. SHP Request	\$0	\$0	\$	\$0

Please ensure that the dollar amounts entered in 1(d) and 2(d) match those entered in the project Summary Budget in Exhibit 1, as applicable.

Technical
Submission
N/A

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 3: Real Property Leasing
(all new projects requesting leasing funds)

D. Site Control

A project sponsor is not required to document site control if: (1) during the grant term, the lease will be given to the project participants (e.g., the homeless persons will eventually control the units); and/or (2) the SHP request is just for leasing (e.g., the request is not also for other SHP-related activities for which site control is needed). If one or both of these situations is applicable to the project, check the "N/A" (i.e., not applicable) box in #1 below and proceed to the next Exhibit.

1. Does the project sponsor have site control at this time? ☐ Yes ☐ No ☐ N/A

If the answer to this question is "yes", complete question 2 below.

If the answer to this question is "no", the project sponsor has one year from the date of HUD's conditional award letter to the selectee to obtain site control.

2. Check the appropriate box below to indicate the form of site control that the project sponsor has now and **attach a copy of the document. These are the acceptable forms of site control:**

☐ Executed lease agreement

☐ Executed option to lease

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 4: Supportive Services
(all new projects requesting service funds)

Supportive services are designed to address the special needs of the homeless persons to be served by the project. Services may be provided directly by the project sponsor and/or through arrangement with public or private service providers, including the selectee. SHP supportive service funds may be used to pay for the actual costs of supportive services and other costs directly associated with providing such services (see SHP rule at Section 583.120).

By law, SHP funds may be used to pay for up to 80% of the total supportive services budget for each year of the grant term. This means that the selectee must make a cash payment for 20% of the project's total supportive services budget annually. For Year 1 of the grant term, documentation of firm commitments of the cash resources must be submitted as an attachment to Exhibit 4. The form and content requirements of these commitments are explained in Section D of this Exhibit. For Years 2 and 3, a selectee needs only to certify that cash resources will be provided using the certification in Section E of this Exhibit. This certification must be completed and submitted as an attachment to this Exhibit. **Please note that, although selectees are not required to have the firm commitment for the cash resources for Year 2 and Year 3 at this time, the match requirement for Year 2 and Year 3 must be met by the end of each of those years and identified at the time of submission of the APRs for those years..**

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 4: Supportive Services

A. Supportive Services Budget

Please complete the chart below for the project's total supportive services budget. If additional space is needed to indicate more services, reproduce this chart and label it Exhibit 4A.

In the first column, complete the supportive service expenses. For staff positions, please include the job title and quantity (or FTE-full time equivalent); for supportive services, such as transportation services, please include the type (e.g., bus tokens) and quantity. In the Year 1 column, enter the amount needed to pay for the service in the first year. If the grant is multi-year, enter the funds needed for Year 2, and if applicable, Year 3. In the last column, total the amount of funds needed for the full grant term. **Please ensure that the total supportive services request on Line 11, column (d) below, matches the amount entered in the project's Summary Budget in Exhibit 1 of this document.**

Example:

Supportive Service Expense	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
Service Activity: Mental Health Counseling Quantity: 0.25 FTE	\$10,000	\$10,300	\$10,609	\$30,909
Service Activity: Transportation (Bus Tokens) Quantity: 500/mo. @\$2.00 ea.	12,000	12,360	12,731	37,091
SHP Request	17,600	18,128	18,672	54,400
Total Supportive Services Costs	\$22,000	\$22,660	\$23,340	\$68,000

Chart 4A:

Supportive Service Expense	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
1. Service Activity: Case Management Quantity: 0.5 FTE (\$15/hour + 25% benefits)	\$18,649	\$18,650		\$37,299
2. Service Activity: Quantity:				
3. Service Activity: Quantity:				
4. Service Activity: Quantity:				
5. Service Activity: Quantity:				
6. Service Activity: Quantity:				
7. Service Activity: Quantity:				
8. Service Activity: Quantity:				
9. SHP REQUEST*	\$18,649	\$18,650		\$37,299
10. Selectee's Match (Line 11 minus Line 9)	\$4,663	\$4,663		\$9,326
11. Total Supportive Services Budget	\$23,312	\$23,313		\$46,625

*The SHP request cannot be more than 80% of the total supportive services budget in Line 11.

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 4: Supportive Services
 (all new projects requesting service funds)

B. Job Descriptions

Attach to Exhibit 4 narrative statement(s) indicating the job title(s) for each position to be funded. For each position describe the job responsibilities as they relate to the project.

C. Site Control

A project sponsor must have site control when SHP funds are requested for supportive services **at a site operated by the project sponsor**. If the project sponsor does not operate this site (e.g., another organization does), check the "N/A" (i.e., not applicable) box in #1 below and proceed to the next applicable Exhibit.

1. Does the project sponsor have site control at this time? ☒ Yes ☐ No ☐ N/A

If the answer to this question is "yes", complete question 2.

If the answer to this question is "no", the project sponsor has one year from the date of HUD's conditional award letter to the selectee to obtain site control.

2. Check the appropriate box below to indicate the form of site control that the project sponsor has now and **attach a copy of the document. These are the acceptable forms of site control:**

- | | |
|---|--|
| <input type="checkbox"/> Executed lease agreement | <input checked="" type="checkbox"/> Deed or other proof of ownership |
| <input type="checkbox"/> Executed option to purchase or lease | <input type="checkbox"/> Executed contract of sale |

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 4: Supportive Services
(all new projects requesting service funds)

D. Documentation of Match for Year 1


A selectee must currently have firm commitments for its cash resources for Year 1 and must submit documentation of those resources as an attachment to this Exhibit. These firm commitments must be documented on letterhead stationery, signed and dated by an authorized representative, and attached to this Exhibit. Each letter must, at a minimum, contain the following elements:

1. The name of the organization providing the cash resource;
2. The amount;
3. The type of activity for which the funds will be used (e.g., case management, child care, education);
4. The name of the project sponsor organization to which the cash will be contributed and/or the name of the project; and
5. The date the funds will be available.

E. Certification of Match for Year 2 and Year 3, if applicable

The following certification must be completed for Year 2, and Year 3 if applicable, of the grant term to certify that non-SHP cash resources will be used to meet the supportive services match requirement in each of these years. The amount specified in this certification must match the amount shown in Chart 4A, Line 10, of this Exhibit. No other documentation regarding the supportive services match requirement for Year 2 and Year 3 of the grant term is required at this time. However, match commitment for Years 2 and 3 will be identified at time of submission of Annual Progress Reports for those years.

The County of Santa Barbara (selectee organization) certifies that it will provide cash resources in the amount of \$4,663 from non-SHP funding sources for Year(s) 2 of this grant term to be used to provide services to homeless persons under HUD's grant number CA1123B9D031100.

Signature of authorized representative:  _____

Name (Print): Herman Parker

Title: Community Services Director

Date: 8/27/2013

Attachment 1 to Exhibit 4: Supportive Services

Job Description

Case Manager

The Case Manager will provide ongoing case management, financial management, life skills and parenting skills assistance and assessments for clients enrolled in the Lompoc Transformative Housing project. Essential functions will include:

1. Interview clients and make assessments and referrals for assistance needed. Provide assistance and support based upon needs for items such as financial assistance, food, housing, clothing, parenting, employment, educational, physical, medical and mental health related items.
2. Secure information such as medical, psychological, and social factors contributing to clients' situation; evaluates these items and clients' capacities in both areas.
3. Refer clients to community resources both inside the agency and to outside community provider partners.
4. Assist clients in compilation of a monthly budget and prepare case management strategy based upon the individual needs of the client.
5. Compile and keep progress reports and necessary information in an effort to assist and support the client.
6. Review case management plan and perform follow-up meetings with clients and others.
7. Access and record client and community resource information as needed.
8. Facilitate and mediate conflicts between clients as necessary.
9. Secure supplementary information relative to employment, medical records, school reports and other reports as may be necessary to assist and support clients with their individualized goals and objectives.
10. Work with clients to secure permanent housing.

Attachment 2 to Exhibit 4: Supportive Services

Site Control Documentation: 111 South L Street, Lompoc, CA 93436



Fidelity National Title Company

2222 S. Broadway, Suite G, Santa Maria, CA 93454
805 922-8331 • FAX 805 928-7111

*I hereby certify this to be a true and
correct copy of the original
as shown to me by the
Escrow Officer.*

[Signature]

SALE ESCROW INSTRUCTIONS

Date: September 27, 2011
Escrow No.: 11-**401506732**-MN
Locate No.: CAFNT0940-0940-0015-0401506732
Escrow Officer: Michelle Newman

TOTAL CONSIDERATION	\$ 250,000.00
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AND, on or before **March 27, 2012**, Buyer/Applicant has the right to extend the anticipated closing date a minimum of 90 days from anticipated closing date. Escrow Holder will be handed additional funds and/or instruments required to enable Escrow Holder to comply with these instructions, which Escrow Holder is instructed to use when in a position to procure/issue a **CLTA Standard Coverage Policy - 1990** coverage form Policy of Title Insurance from **Fidelity National Title Insurance Company** with a liability of **\$250,000.00**, covering the following described property located in the City of **Lompoc**, County of **Santa Barbara**, State of **California**:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SELLER/TRANSFEROR STATES THAT PROPERTY ADDRESS(ES) IS/ARE:
115 S L Street, Lompoc, CA 93436

SHOWING TITLE VESTED IN:

Good Samaritan Shelter, exact vesting to be determined prior to close of escrow

FREE FROM ENCUMBRANCES EXCEPT:

1. Current general and special taxes for the fiscal year in which this escrow closes, and taxes for the ensuing year, if any, a lien not yet due and payable;
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California;
3. Bonds and Assessments with no delinquent payments, if any;
4. Covenants, conditions, restrictions, reservations, easements and rights of way now of record, if any;

PRORATIONS:

Prorate as of Close of Escrow on the basis of a 360 day year:
- County Tax

CONSUMMATION of this escrow IS CONTINGENT UPON THE FOLLOWING:

1. **Loan approval:** This offer is contingent upon the Buyer receiving notice of EHAPCD loan approval from the State's Department of Housing and Community Development.
2. **"AS IS" CONDITION:** The buyer herein is purchasing subject property in its present physical condition and without any other representation by seller, broker, real estate agent or Escrow Holder.
3. **FOR SALE BY OWNER:** The parties hereto understand and acknowledge that the duties of the Escrow Holder are limited solely to the specific provisions incorporated in these instructions. Functions that would normally be handled by a real estate licensee, including but not limited to, the preparation of purchase agreements and disclosures, notification of required City, County or State disclosure reports, ordering of any reports and inspections, and

representing the physical conditions of improvements and the real property, shall all be the total responsibility of the principals to this transaction.

Fidelity National Title Company recommends the parties hereto obtain the opinion of an attorney or the advice of a real estate agent on any particulars pertaining to the transfer of subject property. The parties further relieve Fidelity National Title Company from all liability whatsoever in connection with such matters.

4. **HOME WARRANTY WAIVER:** All parties acknowledge that it is agreed that there will be no Home Warranty provided or paid for through escrow and Escrow Holder is not to be of any concern with same.
5. **TERMITE REPORT NOT REQUIRED:** Buyer is accepting the property herein referred to without the requirement of a structural pest control inspection or report.

GENERAL INSTRUCTIONS:

1. Seller is aware that interest on the existing loan(s) does not stop accruing at close of escrow, but continues until the actual day of receipt of the payoff by Lender.

Seller is aware that interest will accrue through weekends or holidays.

Seller is aware he/she/they are responsible for payment of all of such interest and will indemnify and hold Escrow Holder harmless in connection with the payment of such interest.

2. In accordance with Section 18662 of the Revenue and Taxation Code, a Buyer may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified by the Seller in the case of a disposition of California real property interest by either:
 - a. A Seller who is an individual, trust, estate, or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary of the Seller, OR
 - b. A Corporate Seller that has no permanent place of business in California immediately after the transfer of title to the California property.

The Buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no Buyer will be required to withhold any amount or be subject to penalty for failure to withhold if any of the following apply:

- a. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000).
- b. The Seller executes a written certificate, under the penalty of perjury, certifying that the Seller is a corporation with a permanent place of business in California.
- c. The Seller, who is an individual, trust, estate, or a corporation without a permanent place of business in California, executes a written certificate, under the penalty of perjury, of any of the following:
 - i. The California real property being conveyed is the Seller's or Decedent's principal residence (within the meaning of Section 121 of the Internal Revenue Code).
 - ii. The last use of the property being conveyed was use by the Transferor as the Transferor's principal residence (within the meaning of Section 121 of the Internal Revenue Code).

- iii. The California real property being conveyed is or will be exchanged for property of like kind (within the meaning of Section 1031 of the Internal Revenue Code), but only to the extent of the amount of gain not required to be recognized for California income tax purposes under Section 1031 of the Internal Revenue Code.
- iv. The California real property has been compulsorily or involuntarily converted (within the meaning of Section 1033 of the Internal Revenue Code) and that the Seller intends to acquire property similar or related in service or use so as to be eligible for nonrecognition of gain for California income tax purposes under Section 1033 of the Internal Revenue Code.
- v. The California real property transaction will result in a loss or net gain not required to be recognized for California income tax purposes.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

THE PARTIES TO THIS TRANSACTION SHOULD SEEK THE PROFESSIONAL ADVICE AND COUNSEL OF AN ATTORNEY, ACCOUNTANT OR OTHER TAX SPECIALIST'S OPINION CONCERNING THE EFFECT OF THIS LAW ON THIS TRANSACTION AND SHOULD NOT ACT ON ANY STATEMENTS MADE OR OMITTED BY THE ESCROW OR CLOSING OFFICER.

3. Checks to be issued at Close of Escrow: I/We the undersigned Buyer/Borrower/Seller hereby acknowledge that we are aware the Fidelity National Title Company will issue a check payable to the undersigned in payment of Seller's proceeds/Borrower's proceeds or Buyer's excess deposit refund. I/We further acknowledge and agree that said check will be presented to the bank for deposit as soon as possible after receipt, and collection and payment of the funds will only be done through the regular banking channels.

In addition, in the event there are liens to be paid on the undersigned's behalf, we hereby also acknowledge that I/we will not use the pay-by-phone electronic system to pay/collect the funds as Fidelity National Title Company will not honor such payments. The parties herein agree to be responsible for any stop payment and reissue charges and/or losses that may be incurred in connection with any and all electronic debits to Fidelity National Title Company's Trust Accounts.

4. Buyer acknowledges deposit of balance of funds to close escrow to be in the form of wire transfer, certified check, cashier's check or teller's check payable to Fidelity National Title Company pursuant to the "Deposit of Funds", Paragraph 1 contained in the General Provisions attached hereto and made a part hereof.
5. The undersigned hereby authorize and instruct Escrow Holder to charge each party to the escrow for their respective Federal Express and/or special mail handling/courier fees. Unless specified in writing by the undersigned, Escrow Holder is authorized to select special mail/delivery or courier service to be used.
6. You are instructed to debit Seller's account and pay Seller's usual costs and charges including but not limited to Seller's portion of the escrow fee, ALTA Homeowner's Policy of Title Insurance, document preparation, documentary transfer tax, and recording of reconveyance(s), if any. In the event the Buyer's new loan is an FHA or VA loan, charges shall be debited to the Seller in accordance with FHA and VA regulations.
7. You are instructed to debit Buyer's account and pay Buyer's usual costs and charges including but not limited to Buyer's portion of the escrow fee, document preparation, recording of deed(s) of trust, if any, ALTA Policy of Title Insurance, if any, and new loan charges as instructed by lender, if any. In the event the new loan is an FHA or VA loan, charges shall be debited to the Buyer in accordance with FHA and VA regulations.

Date: September 27, 2011
Escrow No.: 11-401506732-MN
Locate No.: CAFNT0940-0940-0015-0401506732

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THE FOREGOING INSTRUCTIONS AND THOSE "GENERAL PROVISIONS" ATTACHED HERETO AND MADE A PART HEREOF ARE APPROVED AND ACCEPTED IN THEIR ENTIRETY AS FULLY SET OUT IN THIS PARAGRAPH. EACH OF THE UNDERSIGNED BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS TO LENDER AND/OR BROKER INVOLVED.

BUYER'S SIGNATURE:

Good Samaritan Shelter

By: [Signature]
Thomas Jenkins
By: [Signature]
Sylvia Barnard

Date: Sept 27, 2011

Date: Sept 27, 2011

Forwarding Address:

731 S. Lincoln Street
Street Address
Santa Maria, CA 93958
City State Zip
(805) 396-8185
Home Phone Number
goodsamshelter@gmail.com
E-mail Address

I/WE HAVE RECEIVED A COPY OF THESE INSTRUCTIONS.

SELLER'S SIGNATURE:

Signorelli Family Enterprises LLC

By: [Signature]

Date: 9-27-11

Date: September 27, 2011
Escrow No.: 11-401506732-MN
Locate No.: CAFNT0940-0940-0015-0401506732

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Forwarding Address:

407 W. Locust Ave
Street Address
Lompoc, CA 93436
City State Zip
805 736-0056
Home Phone Number
frankies46@comcast.net
E-mail Address

END OF INSTRUCTIONS.

Date: September 27, 2011
 Escrow No.: 11-401506732-MN
 Locate No.: CAFNT0940-0940-0015-0401506732

GENERAL PROVISIONS

1. DEPOSIT OF FUNDS

The law dealing with the disbursement of funds requires that all funds be available for withdrawal as a matter of right by the title entity's escrow and/or sub escrow account prior to disbursement of any funds. Only wire-transferred funds can be given immediate availability upon deposit. Cashier's checks, teller's checks and Certified checks may be available one business day after deposit. All other funds such as personal, corporate or partnership checks and drafts are subject to mandatory holding periods which may cause material delays in disbursement of funds in this escrow. In order to avoid delays, all fundings should be wire transferred. Outgoing wire transfers will not be authorized until confirmation of the respective incoming wire transfer or of availability of deposited checks.

Deposit of funds into general escrow trust account unless instructed otherwise. You may instruct Escrow Holder to deposit your funds into an interest bearing account by signing and returning the "Escrow Instructions - Interest Bearing Account", which has been provided to you. If you do not so instruct us, then all funds received in this escrow shall be deposited with other escrow funds in one or more general escrow trust accounts, which include both non-interest bearing demand accounts and other depository accounts of Escrow Holder, in any state or national bank or savings and loan association insured by the Federal Deposit Insurance Corporation (the "depository institutions") and may be transferred to any other such escrow trust accounts of Escrow Holder or one of its affiliates, either within or outside the State of California. A general escrow trust account is restricted and protected against claims by third parties and creditors of Escrow Holder and its affiliates.

Receipt of benefits by Escrow Holder and affiliates. The parties to this escrow acknowledge that the maintenance of such general escrow trust accounts with some depository institutions may result in Escrow Holder or its affiliates being provided with an array of bank services, accommodations or other benefits by the depository institution. Some or all of these benefits may be considered interest due you under California Insurance Code Section 12413.5. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations, and other benefits shall accrue to Escrow Holder or its affiliates and Escrow Holder shall have no obligation to account to the parties to this escrow for the value of such services, accommodations, interest or other benefits.

Said funds will not earn interest unless the instructions otherwise specifically state that funds shall be deposited in an interest-bearing account. All disbursements shall be made by check of **Fidelity National Title Company**. The principals to this escrow are hereby notified that the funds deposited herein are insured only to the limit provided by the Federal Deposit Insurance Corporation. Any instruction for bank wire will provide reasonable time or notice for Escrow Holder's compliance with such instruction. Escrow Holder's sole duty and responsibility shall be to place said wire transfer instructions with its wiring bank upon confirmation of (1) satisfaction of conditions precedent or (2) document recordation at close of escrow. Escrow Holder will NOT be held responsible for lost interest due to wire delays caused by any bank or the Federal Reserve System, and recommends that all parties make themselves aware of banking regulations with regard to placement of wires.

In the event there is insufficient time to place a wire upon any such confirmation or the wires have closed for the day, the parties agree to provide written instructions for an alternative method of disbursement. **WITHOUT AN ALTERNATIVE DISBURSEMENT INSTRUCTION, FUNDS WILL BE HELD IN TRUST IN A NON-INTEREST BEARING ACCOUNT UNTIL THE NEXT OPPORTUNITY FOR WIRE PLACEMENT.**

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. You are to use information contained on last available tax statement, rental statement as provided by the Seller, beneficiary's statement and fire insurance policy delivered into escrow for the prorations provided for herein.

3. SUPPLEMENTAL TAXES

The within described property may be subject to supplemental real property taxes due to the change of ownership taking place through this or a previous escrow transaction. Any supplemental real property taxes arising as a result of the transfer of the property to Buyer shall be the sole responsibility of Buyer and any supplemental real property taxes arising prior to the closing date shall be the sole responsibility of the Seller. **TAX BILLS OR REFUNDS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.**

4. UTILITIES/POSSESSION

Transfer of utilities and possession of the premises are to be settled by the parties directly and outside escrow.

5. PREPARATION AND RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to prepare, obtain, record and deliver the necessary instruments to carry out the terms and conditions of this escrow and to order the policy of title insurance to be issued at close of escrow as called for in these instructions. Close of escrow shall mean the date instruments are recorded.

6. AUTHORIZATION TO FURNISH COPIES

You are authorized to furnish copies of these instructions, supplements, amendments, notices of cancellation and closing statements, to the Real Estate Broker(s) and Lender(s) named in this escrow.

7. RIGHT OF CANCELLATION

Any principal instructing you to cancel this escrow shall file notice of cancellation in your office in writing. You shall, within two (2) working days thereafter, deliver, one copy of such notice to each of the other principals at the addresses stated in this escrow. **UNLESS WRITTEN OBJECTION TO CANCELLATION IS FILED IN YOUR OFFICE BY A PRINCIPAL WITHIN TEN (10) DAYS AFTER DATE OF SUCH DELIVERY, YOU ARE AUTHORIZED TO COMPLY WITH SUCH NOTICE AND DEMAND PAYMENT OF YOUR CANCELLATION CHARGES.** If written objection is filed, you are authorized to hold all money and instruments in this escrow and take no further action until otherwise directed, either by the principals' mutual written instructions, or by final order of a court of competent jurisdiction.

8. PERSONAL PROPERTY

No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.

By signing these General Provisions, the parties to the escrow hereby acknowledge that they are indemnifying the Escrow Holder against any and all matters relating to any "Bulk Sales" requirements, and instruct Escrow Agent to proceed with the closing of escrow without any consideration of matter of any nature whatsoever regarding "Bulk Sales" being handled through escrow.

9. RIGHT OF RESIGNATION

Escrow Holder has the right to resign upon written notice delivered to the principals herein. If such right is exercised, all funds and documents shall be returned to the party who deposited them and Escrow Holder shall have no liability hereunder.

10. AUTHORIZATION TO EXECUTE ASSIGNMENT OF HAZARD INSURANCE POLICIES

Either Buyer, Seller and/or Lender may hand you the insurance agent's name and insurance policy information, and you are to execute, on behalf of the principals hereto, form assignments of interest in any insurance policy (other than title insurance) called for in this escrow, forward assignment and policy to the insurance agent, requesting that the insurer consent to such transfer and/or attach a loss payable clause and/or such other endorsements as may be required, and forward such policy(s) to the principals entitled thereto. It is not your responsibility to verify the information handed you or the assignability of said insurance. Your sole duty is to forward said request to insurance agent at close of escrow.

Further, there shall be no responsibility upon the part of Escrow Holder to renew hazard insurance policy(s) upon expiration or otherwise keep it in force either during or subsequent to the close of escrow. Cancellation of any existing hazard insurance policies is to be handled directly by the principals, and outside of escrow.

11. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several

claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in this escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations imposed by the terms of this escrow or otherwise.

12. TERMINATION OF AGENCY OBLIGATION

If there is no action taken on this escrow within six (6) months after the "time limit date" as set forth in the escrow instructions or written extension thereof, your agency obligation shall terminate at your option and all documents, monies or other items held by you shall be returned to the parties depositing same. In the event of cancellation of this escrow, whether it be at the request of any of the principals or otherwise, the fees and charges due **Fidelity National Title Company**, including expenditures incurred and/or authorized shall be borne equally by the parties hereto (unless otherwise agreed to specifically).

13. CONFLICTING INSTRUCTIONS

Upon receipt of any conflicting instructions, you are to take no action in connection with this escrow until non-conflicting instructions are received from all of the principals to this escrow (subject to sections 7, 9, 11 and 12 above).

14. REIMBURSEMENT ATTORNEY FEES/ESCROW HOLDER

In the event that a suit is brought by any party or parties to these escrow instructions to which the Escrow Holder is named as a party which results in a judgment in favor of the Escrow Holder and against a principal or principals herein, the principals or principals' agent agree to pay said Escrow Holder all costs, expenses and reasonable attorney's fees which it may expend or incur in said suit, the amount thereof to be fixed and judgment therefore to be rendered by the court in said suit.

15. DELIVERY/RECEIPT

Delivery to principals as used in these instructions unless otherwise stated herein is to be by hand in person to the principal, regular mail, email or fax to any of the contact information provided in these instructions. If delivered by regular mail receipt is determined to be 72 hours after such mailing. All documents, balances and statements due to the undersigned may be delivered to the contact information shown herein. All notices, change of instructions, communications and documents are to be delivered in writing to the office of **Fidelity National Title Company** as set forth herein.

16. STATE/FEDERAL CODE NOTIFICATIONS

According to Federal Law, the Seller, when applicable, will be required to complete a sales activity report that will be utilized to generate a 1099 statement to the Internal Revenue Service.

Pursuant to State Law, prior to the close of escrow, Buyer will provide Escrow Holder with a Preliminary Change of Ownership Report. In the event said report is not handed to Escrow Holder for submission to the County in which subject property is located, upon recording of the Grant Deed, Buyers acknowledge that the applicable fee will be assessed by said County and Escrow Holder shall debit the account of Buyer for same at close of escrow.

17. NON-RESIDENT ALIEN

The Foreign Investment in Real Property Tax Act (FIRPTA), Title 26 U.S.C., Section 1445, and the regulations thereunder, provide in part, that a transferee (buyer) of a U.S. real property interest from a foreign person (non-resident alien) must withhold a tax equal to ten percent (10%) of the amount realized on the disposition, report the transaction and remit the withholding to the Internal Revenue Service within twenty (20) days after the transfer. **Fidelity National Title Company** has not and will not participate in any determination of whether the FIRPTA tax provisions are applicable to the subject transaction, nor act as a Qualified Substitute nor furnish tax advice to any party to the transaction. **Fidelity National Title Company** is not responsible for determining whether the transaction will qualify for an exception or an exemption and is not responsible for the filing of any tax forms with the Internal Revenue Service as they relate to FIRPTA. **Fidelity National Title Company** is not the agent for the Buyer for the purposes of receiving and analyzing any evidence or documentation that the Seller in the subject transaction is a

U.S. citizen or resident alien. The Buyer is advised they must independently make a determination of whether the contemplated transaction is taxable or non-taxable and the applicability of the withholding requirement to the subject transaction, and should seek the advice of their attorney or accountant. **Fidelity National Title Company** is not responsible for the payment of this tax and/or penalty and/or interest incurred in connection therewith and such taxes are not a matter covered by the Owner's Policy of Title Insurance to be issued to the Buyer. The Buyer is advised they bear full responsibility for compliance with the tax withholding requirement if applicable and/or for payment of any tax, interest, penalties and/or other expenses that may be due on the subject transaction.

18. ENCUMBRANCES

Escrow Holder is to act upon any statements furnished by a lienholder or his agent without liability or responsibility for the accuracy of such statements. Any adjustments necessary because of a discrepancy between the information furnished Escrow Holder and any amount later determined to be correct shall be settled between the parties direct and outside of escrow.

You are authorized, without the need for further approval, to debit my account for any fees and charges that I have agreed to pay in connection with this escrow, and for any amounts that I am obligated to pay to the holder of any lien or encumbrance to establish the title as insured by the policy of title insurance called for in these instructions. If for any reason my account is not debited for such amounts at the time of closing, I agree to pay them immediately upon demand, or to reimburse any other person or entity who has paid them.

19. ENVIRONMENTAL ISSUES

Fidelity National Title Company has made no investigation concerning said property as to environmental/toxic waste issues. Any due diligence required or needed to determine environmental impact as to forms of toxification, if applicable, will be done directly and by principals outside of escrow. **Fidelity National Title Company** is released of any responsibility and/or liability in connection therewith.

20. USURY

Escrow Holder is not to be concerned with any questions of usury in any loan or encumbrance involved in the processing of this escrow and is hereby released of any responsibility or liability therefore.

21. DISCLOSURE

Escrow Holder's knowledge of matters affecting the property, provided such facts do not prevent compliance with these instructions, does not create any liability or duty in addition to these instructions.

22. FACSIMILE/ELECTRONIC SIGNATURE

Escrow Holder is hereby authorized and instructed that, in the event any party utilizes electronic or "facsimile" transmitted signed documents or instructions to Escrow Holder, you are to rely on the same for all escrow instruction purposes and the closing of escrow as if they bore original signatures. "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law.

23. CLARIFICATION OF DUTIES

Fidelity National Title Company serves ONLY as an Escrow Holder in connection with these instructions and cannot give legal advice to any party hereto.

Escrow Holder is not to be held accountable or liable for the sufficiency or correctness as to form, manner of execution, or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person executing the same. Escrow Holder's duties hereunder shall be limited to the proper handling of such money and the proper safekeeping of such instruments, or other documents received by Escrow Holder, and for the disposition of same in accordance with the written instructions accepted by Escrow Holder.

The agency and duties of Escrow Holder commence only upon receipt of copies of these Escrow Instructions executed by all parties.

24. FUNDS HELD IN ESCROW

When the company has funds remaining in escrow over 90 days after close of escrow or estimated close of escrow, the Company shall impose a monthly holding fee of \$25.00 that is to be charged against the funds held by the Company.

THIS AGREEMENT IN ALL PARTS APPLIES TO, INURES TO THE BENEFIT OF, AND BINDS ALL PARTIES HERETO, THEIR HEIRS, LEGATEES, DEVISEES, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, AND WHENEVER THE CONTEXT SO REQUIRES THE MASCULINE GENDER INCLUDES THE FEMININE AND NEUTER, AND THE SINGULAR NUMBER INCLUDES THE PLURAL. THESE INSTRUCTIONS AND ANY OTHER AMENDMENTS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH SHALL BE CONSIDERED AS AN ORIGINAL AND BE EFFECTIVE AS SUCH.

MY SIGNATURE HERETO CONSTITUTES INSTRUCTION TO ESCROW HOLDER OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AND ALL PRECEDING PAGES AND FURTHER SIGNIFIES THAT I HAVE READ AND UNDERSTAND THESE GENERAL PROVISIONS.

Fidelity National Title Company conducts escrow business under a Certificate of Authority No. 305 issued by the California Department of Insurance.

Good Samaritan Shelter

By: [Signature]
Thomas Jenkins

Date: Sept 27 2011

By: [Signature]
Sylvia Barnard

Date: Sept 27 2011

Signorelli Family Enterprises LLC

By: [Signature]

Date: 9-27-11

[Signature]

Escrow No.: 11-401506732-MN
Locate No.: CAFNT0940-0940-0015-0401506732
Title No.: 11-401506732-DWL

EXHIBIT "A"

OWNER/TRANSFEROR STATES THAT PROPERTY ADDRESS IS:
115 S L Street
Lompoc, CA 93436

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOMPOC, COUNTY OF SANTA BARBARA, STATE OF CA AND IS DESCRIBED AS FOLLOWS:

Lots 1 and 2 in Block 73, in the City of Lompoc, County of Santa Barbara, State of California as per map recorded in Book 1, Page 45 of Maps and Surveys, in the office of the County Recorder of said County.

the land herein described is shown with other lands on a map of survey filed September 15, 1949 in Book 15, Page 284 of Record of Surveys, in the Office of the County Recorder of said County.

APN 091-093-17

11-09-74

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access To Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Companies

FNTC – Fidelity National Title Company

FNTCCA – Fidelity National Title Company of California

FNF Underwriter

FNTIC – Fidelity National Title Insurance Company

Available Discounts

CREDIT FOR PRELIMINARY REPORTS AND/OR COMMITMENTS ON SUBSEQUENT POLICIES (FNTIC)

Where no major change in the title has occurred since the issuance of the original report or commitment, the order may be reopened within 12 or 36 months and all or a portion of the charge previously paid for the report or commitment may be credited on a subsequent policy charge.

FEE REDUCTION SETTLEMENT PROGRAM (FNTC, FNTCCA and FNTIC)

Eligible customers shall receive a \$20.00 reduction in their title and/or escrow fees charged by the Company for each eligible transaction in accordance with the terms of the Final Judgments entered in *The People of the State of California et al. v. Fidelity National Title Insurance Company et al.*, Sacramento Superior Court Case No. 99AS02793, and related cases.

DISASTER LOANS (FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be 50% or 70% of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be 32% or 50% of the appropriate title insurance rate, depending on the type of coverage selected.

Quinoveva, Anacleto (A.J.)

From: Jack Boysen <goodsamaritanshelter@gmail.com>
Sent: Monday, August 26, 2013 10:00 AM
To: Quinoveva, Anacleto (A.J.)
Cc: Sylvia Barnard
Subject: Fwd: Scanned image from SharpMFP

Per your request

----- Forwarded message -----

From: **Newman, Michelle** <Michelle.Newman@fnf.com>
Date: Mon, Aug 26, 2013 at 9:14 AM
Subject: RE: Scanned image from SharpMFP
To: Jack Boysen <goodsamaritanshelter@gmail.com>, "Wright, Jennifer" <Jen.Wright@fnf.com>
Cc: Sylvia Barnard <goodsamshelter@gmail.com>

To whom it may concern,

Per my conversation with all parties, both buyer and seller mutually agreed to extend close of Escrow to June 28, 2013.

Sincerely,

Michelle

Michelle Newman

Escrow Officer

"Top 10% Nationally-FNTG"

Fidelity National Title & Escrow

2222 So. Broadway, Suite G

Santa Maria, CA 93454

Attachment 3 to Exhibit 4: Supportive Services

Site Control Documentation: 608 West Ocean Avenue, Lompoc, CA 93436

RECORDING REQUESTED BY:
Stewart Title of California, Inc.,
WHEN RECORDED MAIL TO:

Good Samaritan Shelter, Inc.
731 S. Lincoln Street
Santa Maria, CA 93458

ORDER NO. 103078
ESCROW NO. 67071019
APN. 091-092-18

RECORDED
OFFICIAL RECORD
COUNTY OF
Santa Barbara
Jesse B. Roberts

20101111 20-DEC-2008 Page 1 of 1

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS: \$2,240.15

CITY TAX

- ☐ Monument Preservation Fee is:
☒ computed on full value of property conveyed, or
☐ computed on full value less value of liens or encumbrances remaining at time of sale.
☐ Unincorporated area: ☒ City of Lompoc, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Trinity Investments Ventures, LLC

hereby GRANT(S) to Good Samaritan Shelter, ~~LLC~~ a California nonprofit benefit corporation
the following described real property in the City of Lompoc, County of Santa Barbara, State of California:

Lot 15 through 22 in Block 72, of City of Lompoc, County of Santa Barbara, State of California, according to the
map thereof, recorded in Book 1, at Page(s) 45 of Maps and Surveys, in the Office of the County Recorder of said
County.

DATE: July 10, 2008

STATE OF CALIFORNIA

COUNTY OF Santa Barbara

On 7/14/2008 before me, JAMES P. BURUBELTZ, Notary Public,
(there insert name and title of the officer)
personally appeared JEFF PLUTZ LYNN PLUTZ
MICHAEL KENDALL DANITA SEYER
personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies) and that by
his/her/their signature(s) on the instrument the person(s) or the entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

By:

Trinity Investments Ventures, LLC

Jeff Plutz

Lynn Plutz

Michael Kendall

Danita Seyer

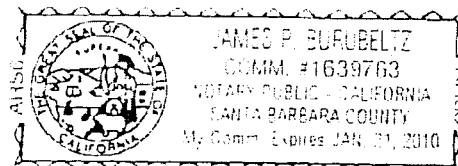


EXHIBIT "A"

Escrow Number: b7071019

LEGAL DESCRIPTION

Lot 15 through 22 in Block 72, of City of Lompoc, County of Santa Barbara, State of California, according to the map thereof, recorded in Book 1, at Page(s) 45 of Maps and Surveys, in the Office of the County Recorder of said County.

A.P.N.: 091-092-18

End of Legal Description

ACKNOWLEDGMENT

State of California
County of SANTA BARBARA

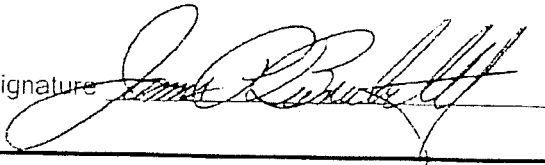
On JULY 14 2008 before me, JAMES P. BURUBELTZ NOTARY PUBLIC
(insert name and title of the officer)

personally appeared JEFF PROUTZ LYNN PROUTZ MICHAEL KENDALL JANITH SEYER
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

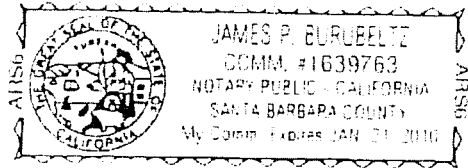
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Attachment 4 to Exhibit 4: Supportive Services

Environmental Review Documentation



Determination of Exemption for HUD funded projects

Determination of activities not subject to 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Project Name: Lompoc Transformative Housing (Good Samaritan Shelter)

Project Description: The Lompoc Transformative Housing Project (LTHP) provides funding for transitional housing and supportive services for homeless families in the Lompoc Valley. SHP funds will support facility operations and supportive services.

Address: 115 South L Street, Lompoc, CA 93436
608 West Ocean Avenue, Lompoc, CA 93436

Funding Source: CDBG HOME ESG HOPWA EDI **Other** Supportive Housing Program (SHP)

Funding Amount: \$125,189

Grant Number: CA1123B9D031100


I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

	1. Environmental and other studies, resource identification and the development of plans and strategies;
	2. Information and financial services;
	3. Administrative and management activities;
X	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Engineering or design costs;
	9. Technical assistance and training;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, you do not have to submit a Request for Release of Funds (RROF), and no further approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. However, the responsible entity must still document in writing its compliance with and/or applicability of "other requirements" per 24CFR58.6 (included with this document).

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Herman D. Parker, Community Services Director
Responsible Entity Certifying Official Name & Title (please print)


Responsible Entity Certifying Official Signature

8/28/13
Date



Compliance Documentation Checklist (Exempt Project) 24 CFR 58.6

PROJECT NAME / DESCRIPTION: 2013 Lompoc Transformative Housing. The Lompoc Transformative Housing Project (LTHP) provides funding for transitional housing and supportive services for homeless families in the Lompoc Valley. SHP funds will support facility operations, supportive services, and leasing costs.

Level of Environmental Review Determination: Exempt per 24 CFR 58.34
(Select One: Exempt per 24 CFR 58.34, or Categorically Excluded not subject to statutes per § 58.35(b), or Categorically Excluded subject to statutes per § 58.35(a), or Environmental Assessment per § 58.36, or EIS per 40 CFR 1500)

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard?

☒ No; Cite Source Document: Project does not involve any acquisition, construction, or rehabilitation of structures.

☐ Yes; Source Document: _____

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

☐ Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

☐ No (Federal assistance may not be used in the Special Flood Hazards Area).

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

☒ No; Cite Source Documentation: There are no Coastal Barriers in the State of California. This element is completed.

☐ Yes - Federal assistance may not be used in such an area.

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

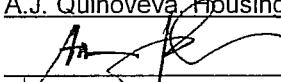
☒ No; Source Documentation: Project does not involve the sale or acquisition of any property. Project complies with 24 CFR 51.303(a)(3).

☐ Yes; Disclosure statement must be provided to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record.

Prepared by (name and title, please print): A.J. Quinoveva, Housing Program Specialist

Signature: _____

Date: _____


B/26/13



U.S. Department of Housing and Urban
Development
San Francisco Regional Office - Region IX
600 Harrison Street
San Francisco, California 94107-1387
www.hud.gov
espanol.hud.gov

LEVEL OF ENVIRONMENTAL REVIEW DETERMINATION: (2004)

Project Name / Description: Lompoc Transformative Housing (Good Samaritan Shelter)

Project Description: The Lompoc Transformative Housing Project (LTHP) provides funding for transitional housing and supportive services for homeless families in the Lompoc Valley. SHP funds will support facility operations and supportive services.

Level of Environmental Review (cite regulation): Exempt per 24 CFR 58.34

Exempt per 24 CFR 58.34, Categorically excluded not subject to statutes per § 58.35(b), Categorically excluded subject to statutes per § 58.35(a), Environmental Assessment per § 58.36, or EIS per 40 CFR 1500

STATUTES and REGULATIONS listed at 24 CFR 58.6

FLOOD INSURANCE / FLOOD DISASTER PROTECTION ACT

1. Does the project involve the acquisition, construction or rehabilitation of structures, buildings or mobile homes?

(X) No; flood insurance is not required. The review of this factor is completed.

() Yes; continue.

2. Is the structure or part of the structure located in a FEMA designated Special Flood Hazard Area?

() No. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

(Factor review completed).

() Yes. Source Document (FEMA/FIRM floodplain zone designation, panel number, date):

(Continue review).

3. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?

() Yes - Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept in the Environmental Review Record.

() No (**Federal assistance may not be used in the Special Flood Hazards Area**).

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area? (See www.fema.gov/nfip/cobra.shtm).

(X) No; Cite Source Documentation: There are no Coastal Barriers in the State of California.

This element is completed.

() Yes - **Federal assistance may not be used in such an area.**

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone, Approach Protection Zone or a Military Installation's Clear Zone?

(X) No; cite Source Document, page: Project does not involve the sale or acquisition of any property. Project complies with 24 CFR 51.303(a)(3).

() Yes; **Disclosure statement must be provided** to buyer and a copy of the signed disclosure statement must be maintained in this Environmental Review Record.


Preparer Signature / Name / Date

B/26/13

A.J. Quinoveva, Housing Program Specialist


Responsible Entity Official Signature / Title/ Date

8/28/13

Herman D. Parker, Community Services Director

Attachment 4 to Exhibit 4: Supportive Services

Year 1 Match Documentation



Administration Office
Recovery Point Outpatient Services
P.O. Box 5908
215 E. Inger Drive Ste 103-B
Santa Maria, CA 93458
Office: 805-346-8185
Fax: 805-346-3656
Emergency Shelter
Family Transitional Shelter, H.E.L.P. Program
Recovery Point Acute Care Detoxification Center
401 West Morrison Avenue
Santa Maria, Ca 93458
Office: 805-347-3338
Fax: 805-347-3392

Another Road Detox
113 M Street
Lompoc, CA 93436
Office: 805-736-0357
Fax: 805-737-0589
Turning Point Outpatient Service
Recovery Way Home
604 W. Ocean Avenue
Lompoc, CA 93436
Office: 805-736-0357
Fax: 805-737-0589

Project P.R.E.M.I.E
First Steps
Transitional House
442 East Tunnel Street
Santa Maria, CA 93454
Transitional House Office: 805-922-4200
Office: 805-925-0345
Fax: 805-346-1787

August 22, 2013

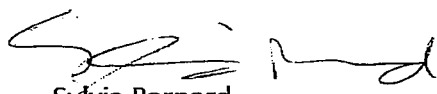
Ms. Cynthia Blatt
Community Planning & Development Representative
U.S. Department of Housing & Urban Development
Los Angeles Field Office, Region IX
611 West Sixth Street, Suite 1000
Los Angeles, CA 90017

RE: HUD Grant # CA1123B9D031100

Dear Ms. Blatt:

Good Samaritan Shelter will match the Supportive Services portion of this grant in the amount of \$9,326 (2 years) with the cash match for the first year for Supportive Services totaling \$4,663. Supportive services will include a match on the case management services to be provided.

Sincerely,


Sylvia Barnard
Executive Director

Mission Statement: "To Provide Emergency, Transitional and Support Services To the Homeless and Those in Recovery throughout the Central Coast."

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 5: Operations
 (all new projects requesting operating funds)

Operating costs are those costs associated with the day-to-day operation of supportive housing and for which cash payment is needed. Operating costs differ from supportive service costs in that operating costs support the function and the operation of the housing project.

If requesting SHP operating funds, only the portion of the costs directly related to the operation of the housing project are eligible. For example, if a project sponsor's executive director will spend 10% of his/her time providing management to the housing project, then (up to) 10% of his/her salary can be charged as an SHP operating expense. Additionally, for example, in cases of shared utilities, SHP operating funds may only pay for the portion of the utilities associated with the housing project based on the square footage of the project's space. If the housing project occupies 25% of the building's space, then (up to) 25% of the monthly utility bill can be paid for using SHP operating funds. If the building to be used is new, the project sponsor should contact its local utility company for an estimate of the monthly bill.

Relocation expenses are also eligible SHP operating costs. Because relocation requirements are complex, selectees should contact their local HUD Field Office as soon as possible to determine if the relocation requirements are triggered and if so, the procedures to follow and the cost of the relocation assistance.

SHP operating funds may not be used to pay for the following costs:

- a. Operating costs of a supportive services only facility;
- b. Administrative expenses such as audits and preparing HUD reports (see Exhibit 7: Administration);
- c. Rent of space for supportive housing and/or supportive services (see Exhibit 3: Real Property Leasing);
- d. The payment of principal and interest on a loan on a facility not currently being used as supportive housing and/or for the delivery of services (see Exhibit 2: Acquisition, Rehabilitation, New Construction, and Project Feasibility); and
- e. Depreciation because it does not constitute an incurred cost that requires a cash outlay.

SHP funds can be used to pay up to 75% of the total operations budget for the housing project in Years 1, 2 and 3. This means that the project sponsor must make a cash payment for 25% of the project's operating budget annually. For Year 1 of the grant term, documentation of firm commitments of the cash resources must be submitted as an attachment to this Exhibit. The form and content requirements of these commitments are explained in Section D of this Exhibit. However, if there is more than one year in the grant term, a selectee needs only to certify that cash resources will be provided in Year 2 and Year 3 using the certification in Section E of this Exhibit. This certification must be completed and submitted as an attachment to this Exhibit. **Please note that, although selectees are not required to have the firm commitment for the cash resources for Year 2 and Year 3 at this time, the match requirement for Year 2 and Year 3 must be met by the end of each of those years.**

As part of the grantee's annual progress report, a project sponsor must report the amount of SHP operating funds received during the operating year and the sources of project sponsor cash used during the year to meet the match requirement. The operating year begins after development activities of acquisition, rehabilitation and new construction are complete. An operating start date should be established by the grantee in LOCCS* when the first draw down is made for leasing, supportive services, or operating costs. The operating start date should be the date costs are first incurred for one of these activities. The operating start date may NOT precede the SHP grant agreement execution date.

***Line of Credit Control System: the HUD accounting system from which SHP grantees withdraw awarded funds.**

Technical
Submission

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 5: Operations
(all new projects requesting operating funds)

(cont.)

A. Operations Budget

Complete the chart below or reproduce it using available spreadsheet software. Only operating expenses for which a cash payment will be required for this project may be entered. Do not include the value of non-cash contributions, such as donated supplies.

In the first column under operating costs, enter the requested information including type of expense and other information where indicated (see example in chart below). In the Year 1 column, enter the total amount of funds to be used to pay for the expense the first year. If the grant is multi-year, enter the total funds to be used for the second and third years. In the last column, total the amount of funds needed to help pay for the identified operating expense for the grant term. **Please ensure that the total operations request on Line 13, column (d) below, matches the amount entered in the project's Summary Budget in Exhibit 1.**

Operating Costs	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
EXAMPLE: Grounds maintenance contract; \$75/mos, x no. of mos.				
1. Maintenance/Repair: Facility maintenance and repairs at \$5,000/year	\$5,000	\$5,000		\$10,000
2. Staff: House Manager, 1 FTE, \$12/hour + 25% benefits	\$29,119	\$29,120		\$58,239
3. Utilities: Water/sewer/refuse, electricity, gas, phone; \$900/ mo x 12 mos.	\$10,800	\$10,800		\$21,600
4. Equipment (lease/buy)	\$0	\$0		\$0
5. Supplies (quantity): Cleaning and sanitary supplies; \$250/ mo x 12 mos.	\$3,000	\$3,000		\$6,000
6. Insurance: \$150/ mo x 12 mos.	\$1,800	\$1,800		\$3,600
7. Furnishings (quantity): Bunk beds, mattresses, living and dining room furniture; \$5000	\$5,000	\$0		\$5,000
8. Relocation (no. of persons)	\$0	\$0		\$0
9. Food (perishable/non-perishable, quantity): \$200/ mo x 12 mos.	\$2,400	\$2,400		\$4,800
10. Other Operating Costs (amounts/quantities)	\$0	\$0		\$0
11. SHP REQUEST**	\$42,839	\$39,090		\$81,929
12. Selectee's Match *** (Line 13 minus line 11)	\$14,280	\$13,030		\$27,310
13. Total Operating Budget	\$57,119	\$52,120		\$109,239

** The SHP request for Years 1, 2, and 3 cannot be more than 75% of the total operating budget for those years.

***See page 33 for information regarding documenting match.

**Technical
Submission**

(cont.)

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 5: Operations
 (all new projects requesting operating funds)

B. Job Descriptions

Attach to this Exhibit narrative statement(s) indicating the job title(s) for each position to be funded. For each position describe the job responsibilities as they relate to the project for each position.

C. Site Control

A project sponsor must have site control when SHP funds are requested for operating costs for supportive housing. If already responded to site control requirements in Exhibits 2, 3, and/or 4, skip this section and proceed to the next Exhibit.

1. Does the project sponsor have site control at this time? ☒ Yes ☐ No

If the answer to this question is "yes", complete question 2.

If the answer to this question is "no", the project sponsor has one year from the date of HUD's conditional award letter to the selectee to obtain site control.

2. Check the appropriate box below to indicate the form of site control that the project sponsor has now and **attach a copy of the document. These are the acceptable forms of site control:**

- | | |
|---|--|
| <input type="checkbox"/> Executed lease agreement | <input checked="" type="checkbox"/> Deed or other proof of ownership |
| <input type="checkbox"/> Executed option to purchase or lease | <input type="checkbox"/> Executed contract of sale |

Technical
Submission

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 5: Operations
(all new projects requesting operating funds)

(cont.)

D. Documentation of Match for Year 1

A selectee must currently have firm commitments for its cash resources for Year 1 and must submit documentation of those resources as an attachment to this Exhibit. These firm commitments must be documented on letterhead stationery, signed and dated by an authorized representative, and attached to this Exhibit. Each letter must, at a minimum, contain the following elements:

1. The name of the organization providing the cash resource;
2. The amount;
3. The type of activity for which the funds will be used (e.g., case management, child care, education);
4. The name of the project sponsor organization to which the cash will be contributed and/or the name of the project; and
5. The date the funds will be available.

E. Certification of Match for Year 2 and Year 3, if applicable

The following certification must be completed for Year 2, and Year 3 if applicable, of the grant term to certify that non-SHP cash resources will be used to meet the operating costs match requirement in each of these years. The amount specified in this certification must match the amount shown in Section A, Line 12, of this Exhibit. No other documentation regarding the operating costs match requirement for Year 2 and Year 3 of the grant term is required at this time. However, match commitment for Years 2 and 3 will be identified at time of submission of Annual Progress Reports for those years.

The County of Santa Barbara (selectee organization) certifies that it will provide cash resources in the amount of \$13,030 from non-SHP funding sources for Year(s) 2 of this grant term to be used for operating costs of housing for homeless persons under HUD's grant number CA1123B9D031100.

Signature of authorized representative: _____



Name (Print): Herman Parker

Title: Community Services Director

Date: 8/27/2013

Attachment 1 to Exhibit 5: Operations

Job Description

House Manager

The House Manager will provide direct supportive assistance to clients and their children when program staff is away from the facility. Essential functions will include:

1. Being responsible for the oversight and safety of clients when staff is away from the facility.
2. Safe management of the facility and clients when staff is away from the facility each evening.
3. Oversee clients' chores and responsibilities and ensure that they are completed effectively in the evenings and on weekends when staff is away from the facility.
4. Provide direct supportive assistance to clients and their children as necessary when program staff is away from the facility; ensure that rules and policies and procedures for safe operation of the facility are followed at all times when staff is away from the facility.
5. Transport clients to and from appointments for services in agency-provided vehicles when necessary.
6. Understand what is expected for safe operation of the facility and ensure that those rules and policies are carried out as required when staff is away from the facility.
7. Prepare and provide Program Manager or appropriate staff with agency Incident Reports and necessary written documentation should a reportable situation arise with any clients while staff is away from the facility.
8. Ensure that policies and procedures of the agency and the program are carried out appropriately and consistently when staff is away from the facility.

Attachment 2 to Exhibit 5: Operations

Site Control Documentation

See Attachment 2 (p. 26) and Attachment 3(p. 40) to Exhibit 4: Supportive Services.

Attachment 3 to Exhibit 5: Operations

Year 1 Match Documentation



*Administration Office
Recovery Point Outpatient Services
P.O. Box 5908
245 E. Inger Drive Ste 403-B
Santa Maria, CA 93458
Office: 805-346-8485
Fax: 805-346-3656
Emergency Shelter
Family Transitional Shelter, H.E.P. Program
Recovery Point Acute Care Detoxification Center
401 West Morrison Avenue
Santa Maria, Ca 93458
Office: 805-347-3338
Fax: 805-347-3392*

*Another Road Detox
115 "M" Street
Lompoc, CA 93436
Office: 805-736-0357
Fax: 805-737-0389
Turning Point Outpatient Service
Recovery Way Home
604 W. Ocean Avenue
Lompoc, CA 93436
Office: 805-736-0357
Fax: 805-737-0389*

*Project P.R.E.M.I.E
First Steps
Transitional House
442 East Tunnel Street
Santa Maria, CA 93454
Transitional House Office: 805-922-4200
Office: 805-925-0345
Fax: 805-346-4787*

August 22, 2013

Ms. Cynthia Blatt
Community Planning & Development Representative
U.S. Department of Housing & Urban Development
Los Angeles Field Office, Region IX
611 West Sixth Street, Suite 1000
Los Angeles, CA 90017

RE: HUD Grant # CA1123B9D031100

Dear Ms. Blatt:

This letter is to confirm that Good Samaritan Shelter will provide a cash match for the Lompoc Transformative Housing Project effective September 1, 2013. Good Samaritan Shelter will match the Operations portion of this grant in the amount of \$27,310 (2 years), with the cash match for the first year for Operations totaling \$14,280. Operations expenses will include utilities, insurance, supplies, and maintenance & repairs.

Sincerely,


Sylvia Barnard
Executive Director

Mission Statement: "To Provide Emergency, Transitional and Support Services To the Homeless and Those in Recovery throughout the Central Coast."

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 6: HMIS Dedicated Project
 (all new HMIS dedicated projects)

SHP funds may be used to pay for up to 80% of the total HMIS budget for each year of the grant term. This means that the selectee must make a cash payment for 20% of the project's total HMIS budget annually. For Year 1 of the grant term, documentation of firm commitments of the cash resources must be submitted as an attachment to this Exhibit. The format and requirements for these commitments are explained in Section B of this Exhibit. For Years 2 and 3, if applicable, a selectee needs only to certify that cash resources will be provided using the certification in Section C of this Exhibit. This certification must be completed and submitted as an attachment to this Exhibit.

Please note that, although selectees are not required to have the firm commitment for the cash resources for Years 2 and 3 at this time, the cash match requirement for Years 2 and 3 must be met by the end of each of those years and identified at time of submission of Annual Reports for those years.

The 2001 HUD Appropriations Act added homeless management information systems as a new eligible activity. Section 423 (a)(7) of the McKinney–Vento Act provides that HUD may make “a grant for the costs of implementing and operating management information systems for purposes of collecting unduplicated counts of homeless people and analyzing patterns of use of assistance funded under this Act.” The Technical Submission breaks these costs into 5 major cost categories: Equipment, Software, Services, Personnel, and Space/Operations.

If a project sponsor's staff will perform an HMIS function, only the staff time directly related to the delivery of that HMIS function for the project is eligible for SHP funding. For example, the project sponsor - Harmony House - will use 25% of 1 FTE staff for a HMIS task and the remainder of the staff's time will be spent conducting non-HMIS tasks. Using this example, only 25% of the staff's salary may be paid for with SHP HMIS funds. Likewise, where the HMIS system serves non-homeless clients and provides reporting on those clients, a proration of costs must be made.

A. HMIS Dedicated Project: Narratives and Budget Chart

1. List of Continuum of Care Shelter Resources and Schedule for Participation

List by category all emergency and transitional shelters and McKinney-Vento-assisted permanent housing projects that were identified in the 2011 Exhibit 1 Continuum of Care Plan. Shelters not included in the Continuum of Care Plan may also be included. Indicate next to each shelter or site:

1. The beds/unit capacity.
2. Schedule of participation in the HMIS. If shelter or site is currently participating, list as (C), if planned enter (P--1/11), or if it does not plan on entering the system use (NP) and state the reason.

2. HMIS Software

List the name/vendor of the software program, system type (i.e., web-based client/server, other), and types of activities that can be performed. Potential types of activities include: Intake and Exit (IE); Assessment and Goals Setting (AS); Service Planning (SP); Tracking Supportive Services and Outcomes (TS); Information & Referral (IR); Outreach (OU).

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 6: HMIS Dedicated Project
 (all new HMIS dedicated projects)

3. HMIS Budget Narrative

Briefly describe each category of costs that apply to the project. Applicants may benefit from reviewing a HUD- funded Technical Assistance document entitled, Homeless Management Information Systems (HMIS) Cost Estimation Guidelines: Cost Framework and Submission Recommendations. The document can be viewed and down loaded from: <http://www.hud.gov/offices/cpd/homeless/hmis/index.cfm>

Please complete the HMIS Budget Chart on the next page for the project's *total* HMIS budget. Include both SHP funds and selectee's match when completing HMIS Budget.

In the first column, indicate the HMIS expenses (Cost Item) that apply to the project. In the Year 1 column, enter the amount needed to pay for the HMIS in the first year. If the grant is multi-year, enter the funds needed for Year 2, and if applicable, Year 3. In the last column, total the amount of funds needed for the full grant term. **Please ensure that the Total SHP Request from the chart on the next page is equal to the amount entered in the project's Summary Budget in Exhibit. (This is identified by asterisks on the chart.)**

Please note that the selectee's match for the first year of the grant term must be documented as described in the introduction-to-this Exhibit; for projects with grant terms exceeding one year, the certification at Section C of this Exhibit must be completed for Year 2 and Year 3 of the grant term.

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 6: HMIS Dedicated and Shared Projects
 (all new HMIS Dedicated and Shared projects)

HMIS BUDGET

Cost Item	Year 1	Year 2	Year 3	Total
Equipment				
Central Server(s)				
Personal Computers and Printers				
Networking				
Security				
Subtotal				
Software				
Software / User Licensing				
Software Installation				
Support and Maintenance				
Supporting Software Tools				
Subtotal				
Services				
Training by Third Parties				
Hosting / Technical Services				
Programming: Customization				
Programming: System Interface				
Programming: Data Conversion				
Security Assessment and Setup				
On-line Connectivity (Internet Access)				
Facilitation				
Disaster and Recovery				
Subtotal				
Personnel				
Project Management / Coordination				
Data Analysis				
Programming				
Technical Assistance and Training				
Administrative Support Staff				
Subtotal				
HMIS Space and Operations				
Space Costs				
Operational Costs				
Subtotal				
SHP Request*				
Selectee's Match				
Total HMIS Budget				

*The SHP request cannot be more than 80% of the Total HMIS Budget.

**Technical
Submission
N/A**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 6: HMIS Dedicated and Shared Projects
 (all new HMIS Dedicated and Shared projects)

A. Documentation of Match for Year 1

A selectee must currently have firm commitments for its cash resources for Year 1 and must submit documentation of those resources as an attachment to this Exhibit. These firm commitments must be documented on letterhead stationery, signed and dated by an authorized representative, and attached to this Exhibit. Each letter must, at a minimum, contain the following elements:

1. The name of the organization providing the cash resource;
2. The amount;
3. The type of activity for which the funds will be used (e.g., equipment, software, services, personnel and HMIS space and operations);
4. The name of the project sponsor organization to which the cash will be contributed and/or the name of the project; and
5. The date the funds will be available.

B. Certification of Match for Year 2 and Year 3, if applicable

The following certification must be completed for Year 2 and Year 3, if applicable, of the grant term to certify that non-SHP cash resources will be used to meet the supportive services match requirement in each of these years. The amount specified in this certification must match the amount shown in the selectee's match on page 28 of this Exhibit. No other documentation regarding the supportive services match requirement for Years 2 and 3 of the grant term is required at this time. However, match commitment for Years 2 and 3 will be identified at time of submission of Annual Progress Reports for those years.

The _____ (selectee organization) certifies that it will provide cash resources in the amount of \$_____ from non-SHP funding sources for Year(s) _____ of this grant term to be used to provide services to homeless persons under HUD's grant number _____.

Signature of authorized representative: _____

Name (Print): _____

Title: _____

Date: _____

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 7: Administration
(all new projects requesting administration funds)

The selectee should work in partnership with its project sponsor(s) (if a different organization than the selectee) in responding to Section A, and provide a narrative description of how this was done in Section B.

Up to 5% of each project award may be used for administrative costs. Eligible administrative costs include accounting for the use of the grant funds, preparing HUD reports, obtaining audits and similar administrative costs (see the SHP rule at Section 583.135).

For projects in which the project sponsor is not the same organization as the grantee, the project sponsor performs administrative functions necessary for the proper management of the grant. For example, though a grantee is responsible for ensuring the completion and submission of an Annual Progress Report to HUD, the project sponsor will, in many cases, complete the report itself. It is prudent, therefore, for the grantee to pass-through administrative funds to the project sponsor to cover the reporting costs.

As required by the Congressional committees' report accompanying the FY2003 HUD Appropriations Act, if SHP funds for administrative costs are awarded to a State or unit of local government where the projects will be operated by nonprofit organizations, some of these funds must be passed on to the nonprofit organization(s). These funds should be split with the nonprofit organization(s) in proportion to the administrative burden borne by them for the SHP project(s). HUD will consider States and units of general local government that pass on at least 50 percent of the administrative funds as having met this Congressionally-mandated requirement.

**Technical
Submission
(cont.)**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 7: Administration
(all new projects requesting administration funds)

A. Administrative Costs

Please complete the chart below for the administrative costs budget. If the selectee will also be the project sponsor, complete Lines 1 through 6. If the selectee and a different organization will be the project sponsor, complete lines 1 through 8.

In the first column, indicate the administrative activity to be paid for using SHP funds. In the Year 1 column, enter the amount of SHP funds to be used to pay administrative costs in the first year. If the grant is multi-year, enter the amount of SHP funds to be used for Year 2, and if applicable, Year 3. In the last column, (d), total the amount of SHP funds requested for the full grant term. **Please ensure that the total requested for administrative costs for the entire grant term, Line 6, column (d), matches the amount entered in the project's Summary Budget in Exhibit 1.**

Administrative Costs	Year 1 (a)	Year 2 (b)	Year 3 (c)	Total (d)
1. Administrative Activity: Accounting for use of Lompoc Transformative Housing grant funds.	\$1,789	\$1,788		\$3,577
2. Administrative Activity: Preparing HUD Reports	\$1,192	\$1,192		\$2,384
3. Administrative Activity:				
4. Administrative Activity:				
5. Administrative Activity:				
6. SHP REQUEST FOR ADMINISTRATIVE COSTS	\$2,981	\$2,980		\$5,961
7. Amount for Selectee	\$1,490	\$1,490		\$2,980
8. Amount for Project Sponsor	\$1,491	\$1,490		\$2,981

B. Plan for Distribution of Administration Funds

If the selectee is **not the same** organization as the project sponsor, attach a description of the selectee's plan for distributing its administrative funding to address all, or a portion of the project sponsor's administrative needs. Include a description of how the project sponsor was consulted in formulating the plan.

Attachment 1 to Exhibit 7: Administration

Plan for Distribution of Administration Funds

The County of Santa Barbara will provide 50 percent of administrative funds to Good Samaritan Shelter, the project sponsor, to partially offset the costs it will bear to administer the Lompoc Transformative Housing project. County staff consulted the Executive Director of Good Samaritan Shelter on the distribution of administrative funding and together agreed to share administrative funds equally.

**Technical
Submission**

Project Number: CA1123B9D031100
Project Identifier: Lompoc Transformative Housing
Exhibit 8: Leveraging

If this project was identified as a project that will leverage resources (outside of SHP) in the selectee's original application to HUD, the selectee is required to submit documentation of the leveraged commitment(s) during the Technical Submission phase. As described in the NOFA, located at: <http://archives.hud.gov/funding/2011/fundsavail.cfm> **project leveraging includes** other resources: private, other public and mainstream services, and housing programs for proposed projects and ongoing efforts. Please submit a copy of the written leveraging agreement in place at the time of application submission. The agreement must indicate:

If this project was identified as a project that will leverage resources, please submit:

- a) copy of a written leveraging agreement in place at the time of application submission that indicates:
- b) the type and value of the contribution;
- c) the name of the project sponsor organization and;
- d) the name of the project for which the resource will be contributed.

Acceptable documentation includes signed and dated letters, memorandums of agreement and similar documents.

EXHIBIT C
PROGRAM BUDGET

Subrecipient: Good Samaritan Shelter
Program Title: Lompoc Transformative Housing
Grant Number: CA1123B9D031100
Time of Performance: October 1, 2013–September 30, 2015

Eligible Costs	Amount
Administrative Costs	\$2,981
Operating Costs	\$81,929
Supportive Services Costs	\$37,299
Total Grant Funds	\$122,209
Matching Funds	\$36,636
Total Budget	\$158,845

EXHIBIT D
EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)

Supportive Housing Program (SHP)

2013 - 2015

Agency Name: Good Samaritan Shelter DUNS #: 023282457

Program Name: Lompoc Transformative Housing

Address: 245 Inger Dr., Suite 103B

Contact Person: Sylvia Barnard Title: Executive Director

Email Address: goodsamshelter@gmail.com Phone #: 805-346-8185

Submit completed ESPR and required documentation to:

Staff Person: A.J. Quinoveva Title: Housing Program Specialist, Sr.

Email Address: AQuinoveva@co.santa-barbara.ca.us Phone #: 805-560-1090

ESPR Request #: _____

Date Submitted: _____

Report Period: ☐ Quarter 1 ☐ Quarter 2 ☐ Quarter 3 ☐ Quarter 4

PO/Contract #: _____

HCD Project #: _____

Grant Budget and Expenditures

COMPONENT	ELIGIBLE COST	PROGRAM BUDGET	TOTAL OF PREVIOUS DRAWDOWNS	REQUESTED DRAWDOWN THIS PERIOD	NEW AVAILABLE BALANCE
Transitional Housing	Administrative Costs	\$ 2,981.00		\$ -	\$ 2,981.00
	Operating Costs	\$ 81,929.00		\$ -	\$ 81,929.00
	Supportive Services Costs	\$ 37,299.00		\$ -	\$ 37,299.00
	TOTAL	\$ 122,209.00	\$ -	\$ -	\$ 122,209.00

☐ Check this box if this is the final payment.

Certification

I certify to the best of my knowledge and belief that this report is true and complete and I have reviewed all supporting documentation. Disbursements have been made for the purpose and conditions of this grant and have not been paid by any other source.

Manager / Fiscal Officer

Administrator / Executive Director

Name _____ Title _____

Signature _____ Date _____

Payment requests are due for each quarter by the 10th of the month following quarter end.
 This form has been tailored for the funding year noted in the upper-right corner of this form. Other ESPR forms are obsolete.

EXHIBIT E

**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS
FOR CONTRACTS REQUIRING PROFESSIONAL LIABILITY INSURANCE**

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

SUBRECIPIENT shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the SUBRECIPIENT or its agents or employees or independent contractors; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

SUBRECIPIENT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

SUBRECIPIENT shall indemnify, defend, and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the SUBRECIPIENT or its agents or employees or independent contractors to the fullest extent allowable by law.

SUBRECIPIENT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the SUBRECIPIENT's indemnification of the COUNTY, SUBRECIPIENT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place SUBRECIPIENT in default. Upon request by the COUNTY, SUBRECIPIENT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all SUBRECIPIENT's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event SUBRECIPIENT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if SUBRECIPIENT has no employees as defined in California Labor Code Section 3350 et seq. during the entire period of this Agreement and SUBRECIPIENT submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of SUBRECIPIENT and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the SUBRECIPIENT in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and SUBRECIPIENT. The automobile liability insurance shall cover all owned, non-owned and hired motor

vehicles that are operated on behalf of SUBRECIPIENT pursuant to SUBRECIPIENT's activities hereunder. SUBRECIPIENTS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the SUBRECIPIENT is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of SUBRECIPIENT's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the SUBRECIPIENT is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

SUBRECIPIENT shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the SUBRECIPIENT may be held responsible for payment of damages resulting from SUBRECIPIENT'S services of operation pursuant to the Agreement, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the SUBRECIPIENT is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the SUBRECIPIENT'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

EXHIBIT F

**CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

The SUBRECIPIENT (hereinafter SUBRECIPIENT) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et seq. and its implementing regulations, all as may be amended.

The SUBRECIPIENT will provide for reasonable accommodations to allow qualified individuals with disabilities to have access to and participate in its programs, services, activities and facilities in accordance with the provisions of the Americans with Disabilities Act.

The SUBRECIPIENT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

The SUBRECIPIENT will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

SUBRECIPIENT: Good Samaritan Shelter

CONTRACT NUMBER: CA1123B9D031100

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Sylvia Barnard, Executive Director

SIGNATURE

DATE

EXHIBIT G
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The SUBRECIPIENT is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments (31 U.S.C., § 1352), and HUD's 24 CFR Part 87, all as may be amended, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The SUBRECIPIENT must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or entities acting on behalf of the SUBRECIPIENT will comply with the Lobbyist Requirements.

Failure on the part of the SUBRECIPIENT or persons and/or entities acting on behalf of the SUBRECIPIENT to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SUBRECIPIENT: Good Samaritan Shelter

CONTRACT NUMBER: CA1123B9D031100

EXHIBIT G (CONTINUED)

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Sylvia Barnard, Executive Director

SIGNATURE

DATE

EXHIBIT H

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 2424, as all may be amended, Participants' responsibilities.

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person with whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of regulations implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.

EXHIBIT H (CONTINUED)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective recipient of Federal assistance funds is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SUBRECIPIENT: Good Samaritan Shelter

CONTRACT NUMBER: CA1123B9D031100

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Sylvia Barnard, Executive Director

SIGNATURE

DATE

EXHIBIT I
CERTIFICATION FOR A DRUG-FREE WORKPLACE

SUBRECIPIENT certifies that it will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees ---
 1. The dangers of drug abuse in the workplace;
 2. The Applicant's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;
- d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

SUBRECIPIENT: Good Samaritan Shelter

CONTRACT NUMBER: CA1123B9D031100

EXHIBIT I (CONTINUED)

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Sylvia Barnard, Executive Director

SIGNATURE

DATE

EXHIBIT J
SUPPORTIVE HOUSING PROGRAM CERTIFICATION

A. Fair Housing and Equal Opportunity

SUBRECIPIENT will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and regulations pursuant thereto (Title 24 CFR part I), which state that no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUBRECIPIENT receives Federal financial assistance, and will immediately take any measures necessary to effectuate this agreement. With reference to the real property and structure(s) thereon which are provided or improved with the aid of Federal financial assistance extended to SUBRECIPIENT, this assurance shall obligate SUBRECIPIENT, or in the case of any transfer, transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

SUBRECIPIENT will comply with the Fair Housing Act (42 U.S.C. 3601 et seq.), as amended, and with implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status or national origin.

SUBRECIPIENT will comply with Executive Order 11063 on Equal Opportunity in Housing and with implementing regulations at 24 CFR Part 107 which prohibit discrimination because of race, color, creed, sex or national origin in housing and related facilities provided with Federal financial assistance.

SUBRECIPIENT will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Part 60), which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity. SUBRECIPIENT will incorporate, or cause to be incorporated, into any contract for construction work as defined in Section 130.5 of HUD regulations the equal opportunity clause required by Section 130.15(b) of the HUD regulations, all as may be amended.

SUBRECIPIENT will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 et seq.), and regulations pursuant thereto (24 CFR Part 135), which require that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project and contracts for work in connection with the project be awarded in substantial part to persons residing in the area of the project.

SUBRECIPIENT will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 791 et seq.), as amended, and with implementing regulations at 24 CFR Part 8, which prohibit discrimination based on disability in Federally-assisted and conducted programs and activities.

SUBRECIPIENT will comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as amended, and implementing regulations at 24 CFR Part 146, which prohibit discrimination because of age in projects and activities receiving Federal financial assistance.

SUBRECIPIENT will comply with Executive Orders 11625, 12432, and 12138, which state that program participants shall take affirmative action to encourage participation by businesses owned and operated by members of minority groups and women.

EXHIBIT J (CONTINUED)

If persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for assistance are unlikely to be reached, SUBRECIPIENT will establish additional procedures to ensure that interested persons can obtain information concerning the assistance.

SUBRECIPIENT will comply with the reasonable modification and accommodation requirements and, as appropriate, the accessibility requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 791 et seq.), as amended.

B. 1-Year Operation Rule.

SUBRECIPIENT PROGRAM will be operated for the purpose specified in the Program Application for any year for which such assistance is provided.

SUBRECIPIENT: Good Samaritan Shelter

CONTRACT NUMBER: CA1123B9D031100

NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

Sylvia Barnard, Executive Director

SIGNATURE

DATE