# CONTINUUM OF CARE PROGRAM SUBRECIPIENT AGREEMENT BETWEEN COUNTY OF SANTA BARBARA AND GOOD SAMARITAN SHELTER

#### **Lompoc Transformative Housing**

#### CFDA No. 14.267

THIS AGREEMENT, entered by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter "COUNTY") and Good Samaritan Shelter, a California not-for-profit public benefit corporation (hereinafter "SUBRECIPIENT"),

#### WITNESSETH THAT:

WHEREAS, the Continuum of Care Program (CoC Program) is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 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 2015 Continuum of Care Program Competition (CoC Program NOFA) on September 18, 2015; and

WHEREAS, COUNTY responded to the CoC Program NOFA by submitting an application for the Lompoc Transformative Housing project (hereinafter "PROJECT") to HUD on November 19, 2015; and

WHEREAS, HUD notified COUNTY that its application for PROJECT was selected for funding on March 8, 2016; and

**WHEREAS**, COUNTY determined that Good Samaritan Shelter is a Subrecipient and its Federal Award Identification Information is attached hereto and incorporated herein as Exhibit H.

WHEREAS, SUBRECIPIENT operates PROJECT; and

**WHEREAS**, SUBRECIPIENT 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:

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

"Continuum of Care Program" ("CoC Program") means the program as described in 24 CFR Part 578.

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

"Homeless" is defined in 24 CFR 578.3, 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., § 2012); 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 CoC Program as specified in 24 CFR 578.39 - 24 CFR 578.63.

"Homeless Management Information System" ("HMIS"), as defined in 24 CFR 578.3, means the information system designated by COUNTY to comply with the requirements prescribed by HUD.

"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 PROJECT as specified in 24 CFR 578.55.

"Operating Start Date" means the date that SUBRECIPIENT can begin incurring Administrative Costs and Operating Costs.

"Permanent Housing," as defined in 24 CFR 578.3, means community-based housing without a designated length of stay.

"PROJECT" means the Lompoc Transformative Housing project as described in the Project Application.

"Project Administrative Costs" mean the costs associated with the management, coordination, monitoring, and evaluation of PROJECT as specified in 24 CFR 578.59.

"Project Application" means the application submitted to HUD on November 19, 2015 for funding to operate PROJECT attached hereto and incorporated by reference herein as <a href="Exhibit A"><u>Exhibit A</u></a>.

"Project Budget" means the budget for Eligible Costs set forth in <u>Exhibit B</u> to this Agreement attached hereto and incorporated by reference herein.

"Project Costs" mean any and all Eligible Costs, fees or expenses incurred in connection with PROJECT, including Operating Costs, Project Administrative Costs, and costs of Supportive Services.

"Program Participant" means a Homeless person assisted by PROJECT.

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

"Supportive Services" mean those services as defined in 24 CFR 578.53, as may be amended, and provided by SUBRECIPIENT to assist Program Participants.

"Transitional Housing," as defined in 24 CFR 578.3, means housing, where Program Participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of Homeless persons into Permanent Housing within twenty-four (24) months or such longer period as HUD determines necessary.

#### 2. Contract Administration

The County of Santa Barbara 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

A. SUBRECIPIENT will be responsible for providing nineteen (19) beds of Transitional Housing during the Time of Performance. Transitional Housing will be provided at 115 South L Street, Lompoc, California 93436 and 608 West Ocean Avenue, Lompoc, California 93436 as set forth in the Project Application.

B. SUBRECIPIENT will administer PROJECT 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 PROJECT, and in a manner satisfactory to COUNTY.

#### 4. <u>Time of Performance</u>

This Agreement shall begin on the date executed by all parties to be effective as of October 1, 2016 ("Operating Start Date") and shall terminate on September 30, 2017, subject to the termination provisions contained herein.

#### 5. <u>Levels of Accomplishment – Performance Measures</u>

SUBRECIPIENT will meet the following performance measures during the term of this Agreement as specified in the Project Application:

- a) At least six (6) households will be provided with Transitional Housing.
- b) At least three (3) persons will exit to Permanent Housing during the Time of Performance.
- c) At least three (3) persons age eighteen (18) and older will increase their total income from all sources as of September 30, 2017 or when such persons exit from PROJECT.

#### 6. **Budget and Compensation**

- A. COUNTY will pay SUBRECIPIENT an amount of money not to exceed the sum of Sixty-One Thousand Seven Hundred Dollars (\$61,700), which payment shall constitute full and complete compensation for services provided hereunder. Funds under this Agreement shall only be spent according to the Project Budget, as specified in <a href="Exhibit B">Exhibit B</a> to this Agreement. The payments shall be used exclusively for Eligible Costs, including Project Costs.
- B. Funding under this Agreement is subject to revision in accordance with the availability of grant funds provided to COUNTY by HUD upon the execution of a Scope of Work Exhibit for the FY 2015 CoC Program Competition between COUNTY and HUD. Accordingly, COUNTY reserves the right to amend the amount of compensation set forth herein and the Project Budget in the event HUD amends funding available for PROJECT.
- C. COUNTY assumes no responsibility to pay for Project Costs not specifically set forth in the Project Budget. Further, SUBRECIPIENT understands that COUNTY makes no commitment to fund PROJECT beyond the term of this Agreement.

#### 7. Method of Payment

- A. COUNTY shall distribute funds to SUBRECIPIENT in accord with 24 CFR 578.85(c).
- B. SUBRECIPIENT shall receive reimbursement for items identified in the Project Budget, subject to availability of funds for PROJECT and subject to all other provisions of this Agreement.
- C. Invoices shall be submitted to COUNTY within the following time frames:
  - i) For those Project Costs incurred before the date this Agreement is executed by all the parties, SUBRECIPIENT shall submit invoices to COUNTY within thirty (30) days of the date this Agreement is executed.
  - ii) For those Project Costs incurred after the date this Agreement is executed by all the parties, SUBRECIPIENT shall submit invoices within thirty (30) days of the end of the quarter in which Project

#### Costs were incurred.

- D. Upon the submission of the Expenditure Summary and Payment Request (ESPR), for which a sample is attached hereto as <a href="Exhibit C">Exhibit C</a>, 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 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- E. Expenditures made by SUBRECIPIENT in the performance of this Agreement shall be in strict compliance and conformity with the Project 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 SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with any of the provisions of this Agreement.

#### 9. Close-Outs

In addition to the requirements set forth in 24 CFR 578.109, 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 Project Costs incurred by SUBRECIPIENT prior to but not invoiced until after the expiration of the Financial Close-out Period, those funds not paid to 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 Project Budget, in whole or as to a Project 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 Project 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 Project Costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 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 Project 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.

#### 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 PROJECT. Such statement shall reflect the dollar amount of funding provided, or to be provided, by each and every governmental agency for PROJECT, 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 Project Application and Project Budget plus any amount necessary to comply with matching requirements specified in 24 CFR 578.73. 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 Project Costs incurred by SUBRECIPIENT that are paid with other funds. If COUNTY determines that it has paid for Project 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. 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's 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 County of Santa Barbara Community Services Department or his or her designee at the following address or such other address as COUNTY designates in writing:

Director County of Santa Barbara Community Services Department 123 E. Anapamu St., Second Floor 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 PROJECT. 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 PROJECT requirements or conditions of occupancy in accordance with 24 CFR 578.91.

#### 19. Program Income

SUBRECIPIENT may use any resident rents and occupancy charges received through PROJECT only in the manner specified in 24 CFR 578.97 and calculated according to 24 CFR 578.77 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 makes 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. Project 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 the performance of this Agreement to HUD and/or COUNTY.
- B. Evaluation may include but is not limited to a review of the effectiveness and impact of PROJECT and a review of the internal systems such as reporting tools, tracking systems and techniques developed by SUBRECIPIENT to serve Program Participants.

#### 22. Monitoring

- A. COUNTY shall monitor SUBRECIPIENT's performance and may conduct PROJECT progress reviews 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 22.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 PROJECT 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 PROJECT has been implemented, measurable goals achieved, and effectiveness of PROJECT administration and management.

#### 23. Fiscal Monitoring

- A. COUNTY reserves the right to dispatch auditors of their choosing to any site where PROJECT is being conducted, controlled or advanced in any way. 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 PROJECT 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 PROJECT. 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 Seven Hundred Fifty Thousand Dollars

(\$750,000.00) 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 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- 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.
- D. As this Agreement exceeds ten thousand dollars (\$10,000.00), SUBRECIPIENT shall be subject to the examination and audit of the California State Auditor, at the request of COUNTY or as part of any audit of COUNTY, for a period of three (3) years after final payment under this Agreement (Cal. Govt. Code Section 8546.7). SUBRECIPIENT shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

#### 25. Audit Findings

- A. SUBRECIPIENT agrees that in the event that PROJECT 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 578.107(d), 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 COUNTY and all agencies that may otherwise require the retention of such records.
- B. SUBRECIPIENT shall comply with recordkeeping requirements specified in 24 CFR 578.103.
- C. 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.

D. 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 and Indemnification

SUBRECIPIENT agrees to the insurance and indemnification provisions as set forth in Exhibit D attached hereto and incorporated herein by reference.

#### 29. 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 578, including 24 CFR 578.99; the General Section to HUD's Fiscal Year 2015 Notices of Funding Availability (NOFAs) for Discretionary Programs; the CoC Program 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 578.95; and 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; all as may be amended.

#### 30. Facility Operating Standards

SUBRECIPIENT must ensure that facilities in which services under this Agreement are provided are operated in accordance with 24 CFR 578.75, as may be amended.

#### 31. 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.

#### 32. <u>Limitation of Corporate Acts</u>

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.

#### 33. Conflict of Interest

A. In addition to the conflict of interest requirements in 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 578.95, 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 PROJECT, or who is in a position to participate in a decision-making process or gain inside information with

regard to PROJECT, may obtain a personal or financial interest or benefit from PROJECT, 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 persons who also are Program Participants in policy or decision-making under 24 CFR 578.75(g) does not constitute a conflict of interest.

B. SUBRECIPIENT must promptly disclose to COUNTY, in writing, any potential conflict of interest.

#### 34. **Discrimination**

In addition to the requirements set forth in 24 CFR 578.93, 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.

#### 35. Affirmative Action and Equal Employment Practices

SUBRECIPIENT shall make every effort to ensure that PROJECT 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 PROJECT is located and shall keep a record of the positions that have been created directly as a result of PROJECT.

#### 36. 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.

#### 37. Religious and Political Activities

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.

#### 38. 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 PROJECT and facilities in which PROJECT 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 E and incorporated by reference herein.

#### 39. 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 County of Santa Barbara Community Services Department or his or her designee.

#### 40. 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 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 F 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 as set forth in Section 50 of this Agreement.

#### 41. **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 Part 2424 and any amendment thereto and with guidance contained in 2 CFR Part 180, as may be amended. 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 G and incorporated by reference herein.

#### 42. 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, 42 U.S.C., 4851 et seq.; and 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 PROJECT in structures where lead-based paint exists and abatement has not taken place.

#### 43. 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 Part 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.

#### 44. **Project Changes**

In the event that SUBRECIPIENT wishes to make significant changes to the approved PROJECT under this Agreement and any amendment thereto, COUNTY and HUD written approval is required in accordance with 24 CFR 578.105(b) 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:

- a) A change in SUBRECIPIENT;
- b) A change in site where PROJECT is being conducted;
- c) Additions or deletions in the Project Costs approved under this Agreement;
- d) A shift of more than ten (10) percent of funds from one Project Cost to another; and
- e) A change in the category of Program Participants to be served.

#### 45. **Budget Line Item Changes**

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

#### 46. 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.

#### 47. Time of Performance Modifications

In the event that SUBRECIPIENT requests a modification regarding the Time of Performance, COUNTY may grant Time of Performance modifications when those modifications:

- a) In aggregate do not exceed twelve (12) calendar months;
- b) Will not change PROJECT goals or scope of services;
- c) Are in the best interests of the COUNTY and SUBRECIPIENT in performing the scope of services under this Agreement; and
- d) Does not alter the amount of compensation under this Agreement.

#### 48. Waivers

- A. Waivers of provisions of this Agreement must be in writing and signed by the Director of the County of Santa Barbara Community Services Department or his or her designee and SUBRECIPIENT.
- 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.

#### 49. 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.

#### 50. **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:

- a) Reduce the Project Budget;
- b) Make changes in the Scope of Services of this Agreement;
- c) Place SUBRECIPIENT on probation status; and/or
- d) Suspend PROJECT operations.

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

#### 51. **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.

#### 52. **Termination**

In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 24 CFR 578.107(c), COUNTY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award or any terms of the Agreement, which include but are not limited to, the following:

- Failure to comply with any of the laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of SUBRECIPIENT to fulfill its obligations under this Agreement;
- Ineffective or improper use of CoC Program funds provided under this Agreement;
- Submittal of reports that are false or that are incorrect or incomplete in any material respect; or
- Actions or behavior by SUBRECIPIENT that undermines the integrity of PROJECT, including but not limited
  to client, child and staff endangerment, inappropriate and reckless staff behavior or health code
  violations.

#### A. <u>Termination by COUNTY</u>

COUNTY may, by written notice to SUBRECIPIENT, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of SUBRECIPIENT to fulfill the obligations herein.

1) For Convenience. In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated for convenience by COUNTY with the consent of SUBRECIPIENT in which case the two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- 2) For Nonappropriation of Funds. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the operating year(s) covered by the term of this Agreement, then COUNTY will notify SUBRECIPIENT of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
- 3) For Cause. Should SUBRECIPIENT default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, SUBRECIPIENT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by SUBRECIPIENT, unless the notice directs otherwise.

#### B. Termination by SUBRECIPIENT

- 1) In accordance with 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Agreement may be terminated by SUBRECIPIENT, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, COUNTY may terminate the award in its entirety under 2 CFR Part 2400 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 2) 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.
- C. Upon termination, SUBRECIPIENT shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by SUBRECIPIENT in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit SUBRECIPIENT to retain.
- 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. If HUD demands reimbursement from COUNTY for COUNTY's payments to SUBRECIPIENT due to SUBRECIPIENT's failure to comply with the terms of HUD's award to COUNTY, including, but not limited to, the grant agreement, assurances in an application, or a notice of award, any applicable term of this Agreement, or any law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline or policy referred to herein, or as may become applicable at any time, SUBRECIPIENT shall fully and completely reimburse COUNTY in the total amount of such disallowed payments.
- F. Upon satisfactory completion of all closeout activities, and in accordance with Section 9 of this Agreement and Subsections 52.A. and 52.B. above, COUNTY shall determine the total amount of compensation that shall be paid to SUBRECIPIENT for any unreimbursed Project Costs set forth in the Project 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 52.A., 52.B., 52.C., 52.D., 52.E., 52.F., and 52.G. shall survive beyond the term expiring upon the date specified in Section 4 of this Agreement.

#### 53. Sanctions

If COUNTY or HUD determines that SUBRECIPIENT is not complying with this Agreement and all applicable federal, state, and local laws, ordinances, regulations, directives and guidelines governing PROJECT, COUNTY shall take action as specified in 24 CFR 578.107.

#### 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. 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.

#### 56. 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.

#### 57. **Contract**

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

#### 58. <u>Authorization Warranty</u>

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.

#### 59. **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.

ATTEST:	"COUNTY"
MONA MIYASATO	COUNTY OF SANTA BARBARA:
CLERK OF THE BOARD	
Ву:	Ву:
Deputy Clerk	Peter Adam
Deputy Cierk	Chair, Board of Supervisors
	chair, board or supervisors
APPROVED AS TO ACCOUNTING FORM:	
ROBERT W. GEIS, CPA	
AUDITOR-CONTROLLER	Ву:
NODITON CONTROLLER	George Chapjian
Ву:	Community Services Director
Deputy Auditor-Controller	,
. ,	
APPROVED AS TO FORM:	
MICHAEL C. GHIZZONI	
COUNTY COUNSEL	
By:	
Deputy County Counsel	
APPROVED AS TO FORM:	
RAY AROMATORIO, ARM, AIC	
RISK MANAGEMENT	
Ву:	
Risk Manager	

# By:\_\_\_\_\_\_Shaoling Combs, Member, Board of Directors By:\_\_\_\_\_\_Shaoling Combs, Member, Board of Directors

"SUBRECIPIENT"

# EXHIBIT A Project Application

**Project:** Lompoc Transformative Housing

# **Before Starting the Project Application**

To ensure that the Project Application is completed accurately, ALL project applicants should review the following information BEFORE beginning the application.

Things to Remember

- Additional training resources can be found on the HUD Exchange at https://www.hudexchange.info/e-snaps/quides/coc-program-competition-resources/ policy questions and problems related to completing the application in e-snaps may be directed to HUD via the HUD Exchange Ask A Question.
- Project applicants are required to have a Data Universal Numbering System (DUNS) number and an active registration in the Central Contractor Registration (CCR)/System for Award Management (SAM) in order to apply for funding under the Fiscal Year (FY) 2015 Continuum of Care (CoC) Program Competition. For more information see FY 2015 CoC Program Competition NOFA.

To ensure that applications are considered for funding, applicants should read all sections of the FY 2015 CoC Program NOFA and the FY 2015 General Section NOFA.

- Detailed instructions can be found on the left menu within e-snaps. They contain more comprehensive instructions and so should be used in tandem with onscreen text and the hide/show instructions found on each individual screen.

- Before starting the project application, all project applicants must complete or update (as applicable) the Project Applicant Profile in e-snaps.

- Carefully review each question in the Project Application. Questions from previous competitions may have been changed or removed, or new questions may have been added, and information previously submitted may or may not be relevant. Data from the FY 2014 Project Application will be imported into the FY 2015 Project Application; however, applicants will be required to review all fields for accuracy and to update information that may have been adjusted through the FY 2014 post award process or a grant agreement amendment. Data entered in the post award and amendment forms in e-snaps will not be imported into the project application.

- Expiring Shelter Plus Care projects requesting renewal funding for the first time under 24 CFR part 578, and rental assistance projects can only request the number of units and unit size

as approved in the final HUD-approved Grant Inventory Worksheet (GIW).

- Expiring Supportive Housing Projects requesting renewal funding for the first time under 24 CFR part 578, transitional housing, permanent supportive housing with leasing, rapid re-housing, supportive services only, renewing safe havens, and HMIS can only request the Annual Renewal Amount (ARA) that appears on the CoC's HUD-approved GIW. If the ARA is reduced through the CoC's reallocation process, the final project funding request must reflect the reduced amount listed on the CoC's reallocation forms.

- HUD reserves the right to reduce or reject any renewal project that fails to adhere to 24 CFR part 578 and the application requirements set forth in the FY 2015 CoC Program Competition NOFA.

**Project:** Lompoc Transformative Housing

# 1A. Application Type

#### Instructions:

Type of Submission: This field is pre-populated and cannot be changed.

Type of Application: This field is pre-populated and cannot be changed.

Date Received: This field is pre-populated with the date on which the application is submitted and cannot be edited.

Applicant Identifier: Field intentionally left blank, cannot edit.

Federal Entity Identifier: Field intentionally left blank, cannot edit.

Federal Award Identifier: This is a required field for all renewal project applicants. Enter the correct expiring grant number as identified on the final HUD-approved GIW.

Date Received by State: Field intentionally left blank, cannot edit.

State Application Identifier: Field intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Type of Submission:

2. Type of Application: Renewal Project Application

If "Revision", select appropriate letter(s):

If "Other", specify:

3. Date Received: 11/18/2015

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: CA1123L9D031401

(e.g., the "Expiring Grant Number" that will also be indicated on screen 3A. Project Detail) This grant number must match the grant number on the HUD approved Grant Inventory Worksheet (GIW).

Check to confrim that the Federal Award Identifier has been updated to reflect the most recently awarded grant number



6. Date Received by State:

7. State Application Identifier:

131851003

**Project:** Lompoc Transformative Housing

# 1B. Legal Applicant

#### Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on "View Applicant Profile" from the left-menu bar, place the Project Applicant Profile in "edit" mode to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode before clicking on "Back to FY 2015 Renewal Costs Project Application" from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

8. Applicant

a. Legal Name: County of Santa Barbara

b. Employer/Taxpayer Identification Number 95-6002833

(EIN/TIN):

c. Organizational DUNS:	131851003	PL	
		4	

d. Address

Street 1: 123 E. Anapamu St., 2nd Floor

Street 2:

City: Santa Barbara

**County:** Santa Barbara

State: California

**Country:** United States

Zip / Postal Code: 93101

e. Organizational Unit (optional)

**Department Name:** Community Services

**Division Name:** Housing and Community Development

f. Name and contact information of person to

be

contacted on matters involving this

application

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		00, 12, 2010

Applicant: Santa Barbara County Housing and Community Development

**Project:** Lompoc Transformative Housing

131851003 CA1123L9D031502

Prefix: Mr.

First Name: Anacleto

Middle Name: Joseph

Last Name: Quinoveva

**Suffix:** 

Title: Housing Program Specialist, Sr.

Organizational Affiliation: County of Santa Barbara

**Telephone Number:** (805) 560-1090

**Extension:** 

Fax Number: (805) 560-1091

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

131851003

**Project:** Lompoc Transformative Housing

# 1C. Application Details

#### Instructions:

The information on this screen is pre-populated from the Project Applicant Profile. If there are any discrepancies, or errors, click on "View Applicant Profile" from the left-menu bar, place the Project Applicant Profile in "edit" mode to correct the information.

When the update/correction has been completed, place the Project Applicant Profile in "complete" mode before clicking on "Back to FY 2015 Renewal Costs Project Application" from the left-menu bar.

For further instructions on updating the Project Applicant Profile, review the "Project Applicant Profile" training document on the HUD Exchange.

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 CoC Program

litle:

CFDA Number: 14.267

12. Funding Opportunity Number: FR-5900-N-25

**Title:** Continuum of Care Homeless Assistance

Competition

13. Competition Identification Number:

Title:

# 1D. Congressional District(s)

#### Instructions:

Areas Affected By Project: This field is required. Select the State(s) in which the proposed project will operate and serve the homeless.

Descriptive Title of Applicant's Project: This field is populated with the name entered on the Project Form when the project application was initiated. To change the project name, click return to the Submission List and click on "Projects" on the left hand menu. Click on the magnifying glass next to the project name to edit.

Congressional District(s):

- a. Applicant: This field is pre-populated from the Project Applicant Profile. Project applicants cannot modify the pre-populated data on this form. However, project applicants may modify the Project Applicant Profile in e-snaps to correct an error.
- b. Project: This field is required. Select the congressional district(s) in which the project operates.

Proposed Project Start and End Dates: In this required field, indicate the operating start date and end date for the project.

Estimated Funding: Fields intentionally left blank, cannot edit.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

14. Area(s) affected by the project (State(s) California only):

(for multiple selections hold CTRL key)

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

16. Congressional District(s):

a. Applicant: CA-024

(for multiple selections hold CTRL key)

b. Project: CA-024

(for multiple selections hold CTRL key)

17. Proposed Project

a. Start Date: 10/01/2016b. End Date: 09/30/2017

#### 18. Estimated Funding (\$)

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**Project:** Lompoc Transformative Housing

a. Federal:

b. Applicant:

c. State:

d. Local:

e. Other:

f. Program Income:

g. Total:

131851003

**Project:** Lompoc Transformative Housing

# 1E. Compliance

#### Instructions:

Is Application Subject to Review by State Executive Order 12372 Process:In this required field, select the appropriate dropdown option 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.

Click the following link to access the lists of those States that have chosen to participate in the intergovernmental review process: http://www.whitehouse.gov/omb/grants\_spoc

If the applicant is located in a state or U.S. territory that is required review by State Executive Order 12372, enter the date this application was made available to the State or U.S. territory for review.

Is the Applicant Delinquent on any Federal Debt:In this required field, select the appropriate dropdown option that applies to the project applicant. This question applies to the project applicant's organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans, and taxes.

If "Yes" is selected an explanation is required in the space provided on this screen.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

- **19.** Is the Application Subject to Review By b. Program is subject to E.O. 12372 but has not State Executive Order 12372 Process? been selected by the State for review.
- If "YES", enter the date this application was made available to the State for review:
- 20. Is the Applicant delinguent on any Federal No. debt?

If "YES," provide an explanation:

131851003

**Project:** Lompoc Transformative Housing

#### 1F. Declaration

#### Instructions:

The authorized person for the project applicant organization must agree to the declaration statement in order to proceed to the project application. The list of certifications and assurances are contained in the FY 2015 CoC Program NOFA, and in the e-snaps Project Applicant Profile.

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

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

All screens, 1A – 1F must be completed in full before the project applicant will have access to the Project Application in e-snaps.

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: X

21. Authorized Representative

Prefix: Mr.

First Name: George

Middle Name:

Last Name: Chapjian

**Suffix:** 

**Title:** Community Services Director

**Telephone Number:** (805) 568-2467

(Format: 123-456-7890)

Fax Number: (805) 560-1091

(Format: 123-456-7890)

**Email:** gchapjian@co.santa-barbara.ca.us

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Applicant: Santa Barbara County Housing and Community Development131851003Project: Lompoc Transformative HousingCA1123L9D031502

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

**Date Signed:** 11/18/2015

# 2A. Project Subrecipients

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

**Total Expected Sub-Awards:** \$61,700

Organization	Туре	Sub- Award Amount
Good Samaritan Shelter	M. Nonprofit with 501(c)(3) IRS Status (Other than Institution of Higher Education)	\$61,700

# 2A. Project Subrecipients Detail

#### Instructions:

Enter the contact information for the person designated by the subrecipient who has the authority to act on the subrecipient's behalf.

Organization Name: This field is required. Enter the legal name of the organization that will serve as the subrecipient.

Organization Type: This field is required. Select the type of business organization that best describes the subrecipient. Nonprofit applicant types (both public and private) are required to submit to HUD one of the following sources documenting nonprofit status: (1) IRS letter or ruling showing 501(c)(3) status; (2) Documentation showing certified United Way agency status; (3) Certification from a licensed CPA (see 24 CFR part 578); or (4) Letter from an authorized state official showing that the applicant is organized and in good standing as a public nonprofit organization.

If Other, please specify: Enter the other type of business organization that best describes the subrecipient.

Employer or Tax Identification Number: This field is required. Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service.

Organizational DUNS: This field is required. Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained at http://www.dnb.com.

Physical Address: Enter the street address, city, state, and zip code (required); county, province, and country (optional). If the mailing address is different from the street address, enter the mailing address.

Congressional District(s): This field is required. Select the congressional district(s) in which the subrecipient is located.

Faith Based Organization: This field is required. Select "Yes" or "No" if the subrecipient is a faith based organization.

Prior Federal Grant Recipient: This field is required. Select "Yes" or "No" to indicate if the subrecipient has ever received a federal grant.

Contact person: Enter the prefix, first name, last name, and title (required); middle name and suffix (optional). Enter the person's organizational affiliation if affiliated with an organization other than the subrecipient. Enter the person's telephone number and email (required); alternate number, extension, and fax number (optional).

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

a. Organization Name: Good Samaritan Shelter

**b. Organization Type:** M. Nonprofit with 501(c)(3) IRS Status (Other

than Institution of Higher Education)

If "Other" specify:

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Applicant: Santa Barbara County Housing and Community Development131851003Project: Lompoc Transformative HousingCA1123L9D031502

c. Employer or Tax Identification Number: 77-0133375

\* d. Organizational DUNS: 023282457 PL US 4

e. Physical Address

Street 1: 245 E. Inger Dr., Suite 103-B

Street 2:

City: Santa Maria

State: California

**Zip Code**: 93454

f. Congressional District(s): CA-024 (for multiple selections hold CTRL key)

g. Is the subrecipient a Faith-Based No Organization?

h. Has the subrecipient ever received a Yes federal grant, either directly from a federal agency or through a State/local agency?

i. Expected Sub-Award Amount: \$61,700

j. Contact Person

**Prefix:** Mrs.

First Name: Sylvia

Middle Name:

Last Name: Barnard

**Suffix:** 

**Title:** Executive Director

E-mail Address: goodsamshelter@gmail.com

Confirm E-mail Address: goodsamshelter@gmail.com

**Phone Number:** 805-346-8185

**Extension:** 

Fax Number: 805-346-8656

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**Applicant:** Santa Barbara County Housing and Community Development

**Project:** Lompoc Transformative Housing

131851003 CA1123L9D031502

Documentation of the subrecipient's nonprofit status is required with the submission of this application.

# 2B. Recipient Performance

#### Instructions:

The selections made on this screen by completing all of the mandatory fields marked with an asterisk (\*), will provide information on capacity of the project applicant. The screen asks the Project Applicant questions about capacity performance as a HUD grant recipient; in terms of: timely submission of required reports, quarterly eLOCCS drawdowns, addressing HUD monitoring and/or OIG audit findings and the recapture of any funds from the most recently expired grant term of the project.

APR Submission: Select "Yes" or "No" from the dropdown menu to indicate whether you have successfully submitted the APR on time for the most recently expired grant term related to this renewal project request. If "No" is selected, an additional question will appear, in which you must provide an explanation in the textbox; as to why the APR was not submitted in a timely manner.

HUD Monitoring Findings: Select "Yes" or "No" from the dropdown menu to indicate whether your organization has any unresolved HUD Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request. If "Yes" is selected, two new questions will appear, in which the applicant will enter the date of the oldest unresolved finding(s) and explain why the findings remain unresolved in the textbox provided.

Quarterly Drawdowns: Select "Yes" or "No" from the dropdown menu to indicate whether your organization maintained consistent Quarterly Drawdowns from eLOCCS for the most recent grant terms related to this renewal project. If "No," is selected, one new question will appear in which the applicant must explain, in the textbox provided, as to why the recipient has not maintained consistent Quarterly Drawdowns for the most recent grant terms related to this renewal project request.

Recaptured Funds: Select "Yes" or "No" from the dropdown menu to indicate whether any funds have been recaptured by HUD for the most recently expired grant term related to this renewal project request. If "Yes," is selected, one new question will appear, in which the applicant must explain why HUD recaptured funds from the most recently expired grant term.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

#### 1. APR Submission

Has the recipient successfully submitted the Yes APR on time for the most recently expired grant term related to this renewal project request?

#### 2. HUD Monitoring Findings

Does the recipient have any unresolved HUD No Monitoring and/or OIG Audit findings concerning any previous grant term related to this renewal project request?

#### 3. Quarterly Drawdowns

Has the recipient maintained consistent No Quarterly Drawdowns for the most recent

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Applicant: Santa Barbara County Housing and Community Development131851003Project: Lompoc Transformative HousingCA1123L9D031502

# grant term related to this renewal project request?

Explain why the recipient has not maintained consistent Quarterly Drawdowns for the most recent grant term related to this renewal project request.

CoC Program Funds are distributed to the subrecipient on a reimbursement basis. During the most recent grant term, the subrecipient submitted reimbursement requests that spanned multiple quarters. The Housing and Community Development Division is implementing a quarterly drawdown schedule to increase the frequency and improve the regularity of drawdowns to align with the grant term's quarters.

#### 4. Recaptured Funds

Have any Funds been recaptured by HUD for No the most recently expired grant term related to this renewal project request?

**Project:** Lompoc Transformative Housing

# 3A. Project Detail

#### Instructions:

The selections made on this screen will determine which additional forms will need to be completed for this project application.

Expiring Grant Number: This field is pre-populated with the expiring grant number entered on Screen "1A. Application Type."

CoC Number and Name: Select the number and name of the CoC to which the project application will be submitted for the local competition review process. This is the CoC that will submit the CoC Consolidated Application to HUD by the designated submission deadline. Applicants with projects that do not belong to a CoC should select "No CoC."

CoC Applicant Name: Select the name of the CoC Applicant, also known as the Collaborative Applicant, from the dropdown. In most cases, there will only be one name from which to choose. The project applicant should choose the name of the CoC Applicant to which they intend to submit this project application

Project Name: This is pre-populated from the "Project" Form and cannot be edited.

Project Status: The default selection is "Standard," indicating that the applicant is submitting the application to the Collaborative Applicant for consideration in the FY 2015 CoC Program competition. The selection should only be changed to "Appeal" in the event that the project application is rejected by the Collaborative Applicant (either formally in e-snaps or outside of e-snaps) and the project applicant wants to appeal this decision directly to HUD by submitting a solo application. For additional information on the appeal process, see Section X of the FY 2015 CoC Program Competition NOFA. A full explanation of the process is provided on Screen "9A. Notice of Intent to Appeal."

Component Type: This is a required field. Select the component type that identifies the renewal project application type.

Title V: This field is required. Select "Yes" or "No" to indicate if one or more properties being served by this project were acquired under Title V.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Expiring Grant Number: CA1123L9D031401

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

**2a. CoC Number and Name:** CA-603 - Santa Maria/Santa Barbara County

CoC

**2b. CoC Collaborative Applicant Name:** County of Santa Barbara

3. Project Name: Lompoc Transformative Housing

4. Project Status: Standard

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**Applicant:** Santa Barbara County Housing and Community Development

Project: Lompoc Transformative Housing

5. Component Type: TH

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CA1123L9D031502

6. Does this project use one or more No properties that have been conveyed through the Title V process?

# 3B. Project Description

#### Instructions:

#### **ALL PROJECTS**

Provide a description that addresses the entire scope of the proposed project: This is a required field. The project description should address the entire scope of the project, including a clear picture of the target population(s) to be served, the plan for addressing the identified needs/issues of the CoC target population(s), projected outcome(s), and coordination with other source(s)/partner(s). The narrative is expected to describe the project at full operational capacity. The description should be consistent with and make reference to other parts of this application.

Does your project participate in a CoC Coordinated Entry Process: This is a required field. Select "Yes" if the project is currently participating in a coordinated entry process. If a coordinated entry process does not exist in the CoC or if the project does not participate, select "No" and the following question will be visible:

- Please explain why your project does not participate in a CoC Coordinated Entry Process as

required by 24 CFR part 578

Does your project have a specific population focus: This is a required field. Select "Yes" if your project has special capacity in its facilities, program designs, tools, outreach or methodologies for a specific subpopulation or subpopulations. This does not necessarily mean that the project exclusively serves that subpopulation(s), but rather that they are uniquely equipped to serve them. If "Yes" is selected, select the relevant checkbox(s) to identify the project's population focus.

#### PH, TH and SSO PROJECTS ONLY

Does the project follow a "Housing First" approach: This is a required field for PH, TH and SSO projects only. Select all applicable checkboxes that indicate whether or not the project currently follows a housing first approach that ensures that participants are not screened out based on barriers such as income, sobriety, etc. Select "none of the above" if the project does not follow a housing first approach.

- Does the project quickly move participants into permanent housing?: This is a required field. The applicant must select "Yes" or "No" from the dropdown.
- Does the project ensure that participants are not screened out based on the listed reasons? (Check all that apply): This is a required field and at least one option must be selected. Multiple checkbox selections are provided.
- Does the project ensure that participants are not terminated from the program for the listed
- reasons? (Check all that apply) Multiple checkbox selections are provided.

   Does the project follow a "Housing First" approach? This is auto-scored based upon the responses to the questions above and "Yes" or "No" will indicate if the project is using the Housing First approach to house program participants. PH PROJECTS ONLY

Does the PH project provide PSH or RRH: This is a required field. Select" PSH" if the project will operate according to a permanent supportive housing model as defined by 24 CFR 578. Select "RRH" if the project will operate according to a rapid rehousing model as defined by 24 CFR 578.

#### PH AND TH PROJECTS ONLY:

Does the project request costs under the rental assistance budget line item?: This is a required field. If requesting rental assistance, select "Yes" from the dropdown menu. If not requesting rental assistance in this project application, select "No".

#### RENTAL ASSISTANCE PROJECTS ONLY

Is this a CoC Program leasing or former SHP project that had been approved by HUD to revise the renewal project budget from leasing to rental assistance? (This change must have been

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listed on the final HUD-approved FY 2015 GIW. See 24 CFR 578.49(b)(8)): This is a required field. "Yes" should only be selected HUD approved a change from leasing to rental assistance during the FY 2015 GIW process.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

# 1. Provide a description that addresses the entire scope of the proposed project.

Lompoc Transformative Housing is a 19-bed transitional housing project that serves homeless households with children-six disabled adults and 13 nondisabled and disabled children-in the Lompoc Valley. Good Samaritan Shelter, the project's subrecipient, provides recovery and supportive services on-site and partners with the Santa Barbara County Alcohol, Drug, and Mental Health Services Department and the Santa Barbara County Public Health Department to stabilize project participants in transitional housing and facilitate their exit to permanent housing destinations. The project is located in two housing sites that are in close proximity to one another.

All adult project participants have histories of chronic substance abuse; some are victims of domestic violence. Many of the children are non-disabled; however, the project expects to serve some children with physical or developmental disabilities. Half of all project participants come from the streets or other locations not intended for human habitation. The remainder come from emergency shelters, mostly those operated by Good Samaritan Shelter.

All project participants have access to a variety of supportive services intended to facilitate project participants' exit to permanent supportive housing or other permanent housing destinations and assist them with attaining self-sufficiency. Most services, such as case management, mental health services, outpatient services, and substance abuse treatment services are offered on-site by Good Samaritan Shelter; the Santa Barbara County Alcohol, Drug, and Mental Health Services Department: and the Santa Barbara County Public Health Department.

Lengths of stay vary by household but are capped at 24 months. Each homeless household develops an action plan with a case manager. Action plans include goals such as obtaining and increasing income, obtaining employment, completing budgets, enrolling children in school, and finding permanent housing. Success will be evaluated by project participants' ability to achieve the aforementioned goals. Projected outcomes include 53 percent of participants exiting to permanent housing destinations during the operating year and 50 percent of adults increasing their total income as of the end of the operating year or project exit.

CoC Program support is required to provide case management to project participants and maintain the operations of the two housing sites where the project is located.

# 2. Does your project participate in a CoC **Coordinated Entry Process?**

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**Project:** Lompoc Transformative Housing

# 3. Does your project have a specific Yes population focus?

# 3a. Please identify the specific population focus. (Select ALL that apply)

Chronic Homeless		Domestic Violence	
Veterans		Substance Abuse	х
Youth (under 25)		Mental Illness	
Families with Children	Х	HIV/AIDS	
		Other (Click 'Save' to update)	

Other:

- 4. Housing First
- a. Does the project quickly move participants Yes into permanent housing

b. Does the project ensure that participants are not screened out based on the following items? Select all that apply. By checking all of the first four boxes, this project will be considered low barrier.

Having too little or no income	X
Active or history of substance abuse	Х
Having a criminal record with exceptions for state-mandated restrictions	Х
History of domestic violence (e.g. lack of a protective order, period of separation from abuser, or law enforcement involvement)	Х
None of the above	

# c. Does the project ensure that participants are not terminated from the program for the following reasons? Select all that apply.

Failure to participate in supportive services	X
Failure to make progress on a service plan	X
Loss of income or failure to improve income	X

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Being a victim of domestic violence	Х
Any other activity not covered in a lease agreement typically found in the project's geographic area.	X
None of the above	

- d. Does the project follow a "Housing First" Yes approach?
- 5. Does the project request costs under the No rental assistance budget line item?

# 4A. Supportive Services for Participants

# Instructions:

Are the proposed project policies and practices consistent with the laws related to providing education services to individuals and families: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project policies provide for educational and related services to individuals and families experiencing homelessness, and if the policies are consistent with local and federal educational laws, including the McKinney-Vento Act. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Does the proposed project have a designated staff person to ensure that children are enrolled in school and receive educational services, as appropriate: This is a required field. Select "Yes," "No," or "N/A" to indicate whether the project has a designated staff person responsible for ensuring that children and youth 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. Only projects that do not serve families with children or unaccompanied youth should select "N/A." If "No" is selected, the project applicant will be required to answer an additional question.

Describe the manner in which the project applicant will take into account the educational needs of children when children and/or families are placed in housing: This is a required field if a response of "No" is given for either one of the two preceding questions. Use this space to explain how the project will plan to meet the educational needs of children and youth participants according to the requirements specified under section 426.B.4 of the McKinney-Vento Act as amended by HEARTH.

For all supportive services available to participants, indicate who will provide them, and how often they are provided. This field is required and at least one value must be entered. Complete each row of drop down menus for supportive services that will be available to participants, using the funds requested through the application, and funds from other sources. If more than one Provider is relevant for a single service, please select the provider that corresponds to the highest frequency.

- Provider: select one of the following: "Applicant" to indicate that the applicant will provide the service directly; "Subrecipient" to indicate that a subrecipient will provide the service directly; "Partner" to indicate that an organization that is not a subrecipient of project funds but with whom a formal agreement or MOU has been signed will provide the service directly; or, "Non-Partner" to indicate that a specific organization with whom no formal agreement has been established regularly provides the service to clients. If more than one provider offers the service at the same frequency, choose the provider according to the following: Applicant, then Subrecipient, then Partner, and lastly, non-Partner.
- Frequency: Select the most common interval of time for which the service is accessible to participants. If two frequencies are equally common, choose the interval with the highest frequency.

Applicants may leave dropdown menus as "—select—" when services are not applicable.

Please identify whether the project includes the following activities:

- Transportation assistance to clients to attend mainstream benefit appointments, employment training, or jobs? Select "Yes" or "No" from the dropdown menu.
- Use of a single application form for four or more mainstream programs? Select "Yes" or "No" from the dropdown menu.
- At least annual follow-ups with participants to ensure mainstream benefits are received and renewed? Select "Yes" or "No" from the dropdown menu.
- Do project participants have access to SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency? Select "Yes or "No" from the dropdown menu. If "Yes" is selected the following question will become visible:
- Has the staff person providing the technical assistance completed SOAR training in the past

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**Project:** Lompoc Transformative Housing

24 months. Select "Yes" or "No" from the dropdown menu.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

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

1b. Does the proposed project have a Yes designated staff person to ensure that the children are enrolled in school and receive educational services, as appropriate?

2. For all supportive services available to participants, indicate who will provide them, how they will be accessed, and how often they will be provided.

Click 'Save' to update.

Supportive Services	Provider	Frequency
Assessment of Service Needs	Subrecipient	Weekly
Assistance with Moving Costs	Subrecipient	As needed
Case Management	Subrecipient	Weekly
Child Care	Subrecipient	Daily
Education Services	Subrecipient	Weekly
Employment Assistance and Job Training	Subrecipient	Weekly
Food	Subrecipient	Weekly
Housing Search and Counseling Services	Subrecipient	Weekly
Legal Services	Partner	As needed
Life Skills Training	Subrecipient	Daily
Mental Health Services	Subrecipient	As needed
Outpatient Health Services	Partner	Weekly
Outreach Services	Subrecipient	Weekly
Substance Abuse Treatment Services	Subrecipient	Weekly
Transportation	Subrecipient	As needed
Utility Deposits	Subrecipient	As needed

3. Please identify whether the project includes the following activities:

3a. Transportation assistance to clients to Yes attend mainstream benefit appointments, employment training, or jobs?

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- 3b. Use of a single application form for four Yes or more mainstream programs?
- 3c. At least annual follow-ups with Yes participants to ensure mainstream benefits are received and renewed?
- 4. Do project participants have access to Yes SSI/SSDI technical assistance provided by the applicant, a subrecipient, or partner agency?
  - 4a. Has the staff person providing the Yes technical assistance completed SOAR training in the past 24 months.

# 4B. Housing Type and Location

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

Total Units: 4

Total Beds: 19

Total Youth Beds: 0

Housing Type	Units	Beds	Dedicated CH Beds	Non-Dedicated CH Beds
Single family homes/townhou	3	12	0	12
Shared housing	1	7	0	7

**Project:** Lompoc Transformative Housing

# 4B. Housing Type and Location Detail

# Instructions:

#### ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail screen. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail screen.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

#### PH-PSH PROJECTS ONLY

How many of the total beds entered in "2b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "2b. Beds" are not dedicated to the chronically homeless? This is a required field. Enter the total number of beds that are not dedicated to the chronically homeless. If none of the beds are not dedicated for the chronically homeless, enter "0"

How many of the total beds entered in "2b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. Enter the number of beds that are not dedicated to the chronically homeless but that are currently, or will be upon turnover, prioritized for the chronically homeless. This will be incorporated into the projects grant agreement for FY 2015 and represents the minimum number of beds for which the chronically homeless will be prioritized. If none of the beds are prioritized for the chronically homeless, enter "0."

How many of the beds listed in question "2c." above will be prioritized for use by the chronically homeless? This is a required field. Use the number of turnover beds that are not dedicated to the chronically homeless and that you estimated in field c to estimate and enter the number of those beds that will be prioritized for the chronically homeless as soon as they do turnover.

#### ALL PROJECTS EXCEPT HMIS

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the HUD Resource Exchange:

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Applicant: Santa Barbara County Housing and Community Development

Project: Lompoc Transformative Housing

https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

**1. Housing Type:** Single family homes/townhouses/duplexes

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

a. Units: 3b. Beds: 12

3. Beds for Youth

a. How many of the total beds entered in 0"2b. Beds" are dedicated to the youth?

#### 4. Address:

Street 1: 115 South L Street

Street 2:

City: Lompoc
State: California

**ZIP Code: 93436** 

5. Select the geographic area(s) associated with the address: (for multiple selections hold CTRL Key)

069083 Santa Barbara County

# 4B. Housing Type and Location Detail

#### Instructions:

ALL PROJECTS EXCEPT HMIS

A unique detail screen should be completed for each structure. In the case of clustered apartments, a single complex with multiple addresses may be entered on one detail screen. In the case of scattered-site apartments, all scattered-site units within a single FMR area may be entered on one detail screen.

Housing Type: This is a required field. Select the proposed Housing Type from the dropdown menu. Refer to the Project Application Detailed Instructions for a definition of each Housing Type.

Indicate the maximum number of units and beds available for project participants at the

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selected housing site: This is a required field. Indicate the number of units and beds that will be served by this project.

#### PH-PSH PROJECTS ONLY

How many of the total beds entered in "2b. Beds" are dedicated to the chronically homeless: This is a required field. Enter that total number of beds that are dedicated to the chronically homeless (CH). Dedicated CH beds are required through the project's grant agreement to only be used to house persons experiencing chronic homelessness, as defined at 24 CFR 578.3, unless there are no persons within the CoC that meet that criteria. These PSH beds are also reported as "CH Beds" on a CoC's Housing Inventory Count (HIC). If a project has dedicated beds to serve CH families, all beds serving the household should be included in this number. If none of the beds are dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "2b. Beds" are not dedicated to the chronically homeless? This is a required field. Enter the total number of beds that are not dedicated to the chronically homeless. If none of the beds are not dedicated for the chronically homeless, enter "0."

How many of the total beds entered in "2b. Beds" are not currently dedicated for the chronically homeless but will be used to assist the chronically homeless when turnover occurs: This is a required field. Enter the number of beds that are not dedicated to the chronically homeless but that are currently, or will be upon turnover, prioritized for the chronically homeless. This will be incorporated into the projects grant agreement for FY 2015 and represents the minimum number of beds for which the chronically homeless will be prioritized. If none of the beds are prioritized for the chronically homeless, enter "0."

How many of the beds listed in question "2c." above will be prioritized for use by the chronically homeless? This is a required field. Use the number of turnover beds that are not dedicated to the chronically homeless and that you estimated in field c to estimate and enter the number of those beds that will be prioritized for the chronically homeless as soon as they do turnover.

#### ALL PROJECTS EXCEPT HMIS

Address: This is a required field. Enter the physical address for this proposed project. For Scattered-site housing, programs should enter the address where the majority of beds are located or where most beds are located as of the application submission. For scattered-site apartments or clustered apartments with different addresses, applicants may also choose to enter an administrative address.

Select the geographic area(s) associated with the address: This is a required field. Select the geographic location(s) of the selected Housing Type.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Housing Type: Shared housing

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

a. Units: 1b. Beds: 7

# 3. Beds for Youth

a. How many of the total beds entered in 0 "2b. Beds" are dedicated to the youth?

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**Applicant:** Santa Barbara County Housing and Community Development

**Project:** Lompoc Transformative Housing

# 4. Address:

Street 1: 608 West Ocean Avenue

Street 2:

City: Lompoc

State: California

**ZIP Code: 93436** 

# 5. Select the geographic area(s) associated with the address: (for multiple selections hold CTRL Key)

069083 Santa Barbara County

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**Project:** Lompoc Transformative Housing

# 5A. Project Participants - Households

# Instructions:

#### ALL PROJECTS EXCEPT HMIS

In each non-shaded field list the number of households or persons served at maximum program capacity. The numbers here are intended to reflect a single point in time at maximum occupancy and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Households: Enter the number of households under at least one of the categories: Households with at least One Adult and One Child, Adult Households without Children, or Households with Only Children.

Households with at least One Adult and One Child: Enter the total number of households with at least one adult and one child. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Households without Children: Enter the total number of adult households without children. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Households with Only Children: Enter the total number of households with only children. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Characteristics: Enter the total number of homeless that fall under one of the characteristics listed.

Persons in Households with at least One Adult and One Child: Enter the number of persons in households with at least one adult and on child for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and at least one person under the age of 18.

Adult Persons in Households without Children: Enter the number of persons in households without children for each demographic row. To fall under this column and household type, there must be at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children: Enter the number of persons in households with only children for each demographic row. To fall under this column and household type, there may not be any persons at or above the age of 18, and only persons under the age of 18.

Totals: All fields in the "Total Number..." and "Total Persons" rows will automatically calculate when the "Save" button is clicked.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Households with at Least One Adult and One Child	Adult Households without Children			Total
6	0		0	6
Persons in Households with at Least One Adult and One Child	Adult Persons in Households without Children	Househ	olds with	Total
cation FY2015	Page 31			5/12/2016
	Persons in Households with at Least One Adult and One Child	Persons in Households with at Least One Adult and One Child  Persons in Households with at Least One Adult and One Child  Adult Persons in Households without Children	Persons in Households with at Least One Child  Adult Persons in Households with at Least One Adult and One Child  Adult Persons in Households without Children  Adult Persons in Households without Children  Only C	Least One Adult and One Child  6  Only Children  0  Persons in Households with at Least One Adult and One Child  Adult Persons in Households without Children  Persons in Households without Children  Only Children

**Applicant:** Santa Barbara County Housing and Community Development

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**Project:** Lompoc Transformative Housing

Adults over age 24
Adults ages 18-24
Accompanied Children under age 18
Unaccompanied Children under age 18
Total Persons

6	0
0	0
13	
19	0

0	
0	
0	

6
0
13
0
19

# Click Save to automatically calculate totals

# 5B. Project Participants - Subpopulations

# Instructions:

ALL PROJECTS EXCEPT HMIS

\*This screen can only be completed once Screen "5A. Project Participants – Households" has been completed and saved.

In each non-shaded field enter the number of persons served at maximum program capacity according to their age group, disability status, and the extent in which persons served fit into one or more of the subpopulation categories. The numbers here are intended to reflect a single point in time at maximum capacity and not the number served over the course of a year or grant term. Dark grey cells are not applicable and light grey cells will be totaled automatically.

Complete each of the three charts on this screen according to household types.

Persons in Households with at least one Adult and One Child chart: Enter only persons in households with at least one adult and one child. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and at least one person under the age of 18.

Persons in Households without Children chart: Enter only persons in adult households without children. To be listed on this chart, a person must be part of a household with at least one person at or above the age of 18, and no persons under the age of 18.

Persons in Households with Only Children chart: Enter only persons in households with only children. To be listed on this chart, a person must be part of a household with no persons at or above the age of 18, and only persons under the age of 18.

Total Persons: All fields in the "Total Persons" rows will calculate automatically when the "Save" button is clicked. Describe the unlisted subpopulations referred to above: This field is visible and mandatory if a number greater than 0 is entered into the column "Persons not represented by listed subpopulations." Enter text that describes the person(s) identified in this column and explains how they do not fall under the other categories in columns 1 through 9.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

# Persons in Households with at Least One Adult and One Child

Characteristics	Chronic ally Homeles s Non- Veterans	ally Homeles s	ally	ce Abuse		Severely Mentally III		Disabilit y	mentai Disabilit	Persons not represen ted by listed subpopu lations
Adults over age 24	0	0	0	6	0	0	3	0	0	0
Adults ages 18-24	0	0	0	0	0	0	0	0	0	0
Children under age 18	0			0	0	0	0	0	3	10
Total Persons	0	0	0	6	0	0	3	0	3	10

# Click Save to automatically calculate totals

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**Project:** Lompoc Transformative Housing

# **Persons in Households without Children**

Characteristics	s Non-	ally Homeles s	Non- Chronic ally Homeles s Veterans	ce Abuse		Severely Mentally III			mentai Disabilit	Persons not represen ted by listed subpopu lations
Adults over age 24										
Adults ages 18-24										
Total Persons	0	0	0	0	0	0	0	0	0	0

# Persons in Households with Only Children

Characteristics	s Non-	ally Homeles s	Non- Chronic ally Homeles s Veterans	Substan ce Abuse	Persons with HIV/AID S	Severely Mentally III	Victims of Domesti c Violence	Physical Disabilit y	mentai Disabilit	Persons not represen ted by listed subpopu lations
Accompanied Children under age 18										
Unaccompanied Children under age 18										
Total Persons	0			0	0	0	0	0	0	0

# Describe the unlisted subpopulations referred to above:

Ten non-disabled children will be served by the project; these children have not been diagnosed with or identified as falling under any of the subpopulation distinctions.

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**Project:** Lompoc Transformative Housing

# 5C. Outreach for Participants

# Instructions:

#### ALL PROJECTS EXCEPT HMIS

Enter the percentage of project participants that will be coming from each of the following locations: This is a required field. Enter the percentage (between 0% and 100%) of participants that will be coming from each of the following locations:

- Directly from the street or other locations not meant for human habitation
- Directly from emergency shelters
- Directly from safe havens
- From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens (persons coming from TH are not considered to be chronically homeless)
- Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (only applicable to TH and SSO projects)
  - Persons fleeing domestic violence

Total of above percentages: The percentages entered will automatically sum when all required fields are entered and the "Save" button is clicked. A warning message will appear if the total is greater than 100%.

If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements.

#### AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless: This field is required if the total percentage calculated above is less than 100 percent or if a number greater than 0 was entered in the "Persons at imminent risk of losing their nighttime residence" field. If both apply, the project applicant must provide a response to both questions in this field.

If the total percentage calculated above is less than 100 percent, explain where the unaccounted for participants will come from. All participants served in CoC Program funded projects must meet eligibility criteria set forth in the CoC Program interim rule and the FY 2015 CoC Program NOFA.

If the field for "Persons at imminent risk of losing their nighttime residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing" contains a percentage greater than 0, the project applicant must indicate how these persons meet the eligibility criteria for the project component being requested (may only be TH or SSO).

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

# Enter the percentage of project participants that will be coming from each of the following locations.

50%	Directly from the street or other locations not meant for human habitation.
50%	Directly from emergency shelters.
	Directly from safe havens.

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**Project:** Lompoc Transformative Housing

50%	Directly from the street or other locations not meant for human habitation.
	From transitional housing and previously resided in a place not meant for human habitation or emergency shelters, or safe havens.
	Persons at imminent risk of losing their night time residence within 14 days, have no subsequent housing identified, and lack the resources to obtain other housing (TH and SSO projects only)
	Homeless persons as defined under other federal statutes (TH and SSO only and HUD approval REQUIRED)
	Persons fleeing domestic violence.
100%	Total of above percentages

2. If the total is less than 100 percent, identify how the persons meet HUD's definition of homeless and the project type eligibility requirements

# AND/OR

If "Persons at imminent risk..." is greater than 0 percent, identify the project as either an SSO or TH project and verify that persons served will be within 14 days of losing their housing and becoming literally homeless.

# 6A. Standard Performance Measures

# Instructions:

#### ALL PROJECTS EXCEPT HMIS

Housing Measures: This is a required field. Persons remaining in permanent housing as of the end of the operating year or exiting to permanent housing (subsidized or unsubsidized) during the operating year: If permanent housing, count each participant who is still living in your units supported by your facility in addition to clients who have exited your units and moved into another permanent housing situation. If transitional housing or a safe haven, only count persons who have exited your units/project and moved into a permanent housing situation.

Income Measure: This is a required field where at least one option must be chosen by the project applicant.

- 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: Not applicable for youth below the age of 18. Total income can include all sources, public and private.
- b. Persons age 18 through 61 who maintained or increased their earned income as of the end of the operating year or program exit: Not applicable for youth below the age of 18. Earned income should only include income from wages and private investments, and not public benefits.

For each measure, enter a number in the blank cells according to the following instructions:

Universe (#): Enter the total number of persons about whom the measure is expected to be reported. The Universe is the total pool of persons that could be affected.

Target (#): Enter the number of applicable clients from the universe who are expected to achieve the measure within the operating year. The Target is the total number of persons from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. 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%."

Additional Resources can be found at the HUD Resource Exchange:

https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

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

Housing Measure	Target (#)	Universe (#)	Target (%)
1a. Persons exiting to permanent housing destinations (per data element 3.12 of the 2014 HMIS Data Standards) during the operating year.	10	19	53%

# 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 (%).

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**Applicant:** Santa Barbara County Housing and Community Development

CA1123L9D031502

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**Project:** Lompoc Transformative Housing

Income Measure	Target (#)	Universe (#)	Target (%)
2a. Adults who increased their total income (from all sources) as of the end of the operating year or project exit.	3	6	50%
OR			
2b. Adults who increased their earned income as of the end of the operating year or project exit.			0%

**Project:** Lompoc Transformative Housing

# 6B. Additional Performance Measures

# Instructions:

ALL PROJECTS EXCEPT HMIS; MANDATORY FOR SSO COORDINATED ENTRY

For each additional measure, fill in the blank cells according to the following instructions:

Performance Measure: Provide a name for the additional performance measure. This name will populate the list on the parent additional performance measures form.

Universe (#): Enter the total number of persons/units/items about whom/which the measure is expected to be reported. The Universe is the total pool of persons/units/items that could be affected.

Target (#): Enter the number of applicable persons/units/items from the universe who/that are expected to achieve the measure within the operating year. The Target is the total number of persons/units/items from the pool that are affected.

Target (%): This field will be calculated automatically when all required fields are entered and saved. 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%."

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: This is a required field. Use the text box provided to provide as much detail concerning the data systems and methods as possible.

Specific data elements and formula proposed for calculating results: This is a required field. Use the text field provided and be specific.

Rationale for why the proposed measure is an appropriate indicator of performance for this program: This is a required field. Use the text field provided to describe the appropriateness of the measure given the nature of the program.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

#### **Proposed Measure**

This list contains no items

# 7A. Funding Request

# Instructions:

ALL PROJECT APPLICATIONS

The fields that must be completed on this screen will vary based on the project type, program type, and component type selected earlier in the project application.

Do any of the properties in this project have an active restrictive covenant: This is a required field. Select "Yes" or "No" to indicate whether or not one or more of the project properties are subject to an active restrictive covenant. As a reminder, any project awarded capital cost funds (new construction, acquisition, or rehabilitation) has a 20 year or if initially awarded under the CoC Program (FY 2012 capital costs and beyond) a 15 year use restriction.

Was the original project awarded as either a Samaritan Bonus or Permanent Housing Bonus project: This is a required field. Indicate if this project previously received funds under either the Samaritan Housing or Permanent Housing Bonus initiative. If yes, then the project must continue to meet the requirements of the initiative, as specified in the Homeless Assistance Grants NOFA for the year in which funds were originally awarded, in order to continue to receive renewal funding under the CoC Program Competition.

Are the requested renewal funds reduced from the previous award as a result of reallocation?: This is a required field. Select "Yes" or "No" to indicate whether the renewal project is reduced through the reallocation process. The response will be compared to the CoC's Reallocation Forms.

Does this project propose to allocate funds according to an indirect cost rate? This is a required field. Select 'Yes' or 'No' to indicate whether the project either has an approved indirect cost plan in place or will propose an indirect cost plan by the time of conditional award. For more information concerning indirect costs plans, please consult 2 CFR Part 200.56, Part 200.413 and Part 200.414, FY 2015 NOFA and contact your local HUD office. The following questions become visible if "Yes" is selected:

- Please complete the indirect cost rate schedule below: Must complete at least one row.
- Has this rate been approved by your cognizant agency?: Select "Yes" or "No" from the dropdown menu.
- Do you plan to use the 10% de minimis rate? Select "Yes" or "No" from the dropdown menu. Select a grant term: This field is pre-populated with a one-year grant term and cannot be edited.

Select the costs for which funding is being requested: This is a required field. All project applications must identify the eligible cost budget for which funding is being requested. The choices available will depend on the component and project type selected on Screen "3A Project Detail." The following eligible costs may be listed: leased units, leased structures, rental assistance, supportive services, operations, and HMIS. Indicate only those activities listed on the CoC's final HUD-approved FY 2015 GIW.

If you do not see the funding budgets that you expected, you may need to return to Screen "3A. Project Detail" to review the "Component Type" and/or "3B. Project Description" to review the type of project selected. See the FY 2015 CoC Program NOFA for additional guidance.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

# 1. Do any of the properties in this project Yes have an active restrictive covenant?

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Applicant: Santa Barbara County Housing and Community Development	
Project: Lompoc Transformative Housing	

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2.	Was the original project awarded as either	No
	a Samaritan Bonus or Permanent Housing	
	Bonus project?	

- 3. Are the requested renewal funds reduced No from the previous award as a result of reallocation?
- 4. Does this project propose to allocate funds No according to an indirect cost rate?

5. Renewal Grant Term: 1 Year

6. Select the costs for which funding is being requested:

Leased Units
Leased Structures
Supportive Services X

Operations

**HMIS** 

Χ

# 7E. Supportive Services Budget

# Instructions:

Enter the quantity and total budget request for each supportive services cost. The request entered should be equivalent to the cost of one year of the relevant supportive service.

Eligible Costs: The system populates a list of eligible supportive services for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.53.

Quantity AND Description: This is a required field. A quantity AND description must be entered for each requested cost. Enter the quantity in detail (e.g. 1 FTE Case Manager Salary + benefits, or child care for 15 children) for each supportive service activity for which funding is being requested. Please note that simply stating "1FTE" is NOT providing "Quantity AND Detail" and limits HUD's understanding of what is being requested. Failure to enter adequate 'Quantity AND Detail' may result in conditions being placed on an award and a delay of grant funding.

Annual Assistance Requested: This is a required field. Enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to providing supportive services to homeless participants. The request should match the budget amounts identified on the CoC's HUD-approved FY 2015 GIW.

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Grant Term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based total amount requested for each eligible cost multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

# A quantity AND description must be entered for each requested cost.

Eligible Costs	Quantity AND Description (max 400 characters)	Annual Assistance Requested
1. Assessment of Service Needs		
2. Assistance with Moving Costs		
3. Case Management	0.5 FTE Case Manager (\$15/hour + 25% benefits)	\$18,649
4. Child Care		
5. Education Services		
6. Employment Assistance		
7. Food		
8. Housing/Counseling Services		
9. Legal Services		
10. Life Skills		
11. Mental Health Services		
12. Outpatient Health Services		
13. Outreach Services		

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14. Substance Abuse Treatment Services	
15. Transportation	
16. Utility Deposits	
17. Operating Costs	\$0
Total Annual Assistance Requested	\$18,649
Grant Term	1 Year
Total Request for Grant Term	\$18,649

Click the 'Save' button to automatically calculate totals.

# 7F. Operating Budget

# Instructions:

Enter the quantity and total budget request for each operating cost. The request entered should be equivalent to the cost of one year of the relevant operations activity.

Eligible Costs: The system populates a list of eligible operating costs for which funds can be requested. The costs listed are the only costs allowed under 24 CFR 578.55.

Quantity AND Detail: This is a required field. A quantity AND description must be entered for each requested cost. Enter the quantity and detail (e.g. .75 FTE hours and benefits for staff, utility types, and monthly allowance for supplies) for each operating cost for which funding is being requested. Please note that simply stating "1FTE" is NOT providing "Quantity AND Detail" and restricts understanding of what is being requested. Failure to enter adequate "Quantity AND Detail" may result in conditions being placed on the award and a delay of grant funding.

Annual Assistance Requested: This is a required field. Enter the amount of funds requested for each activity. The amount entered must only be the amount that is DIRECTLY related to operating the housing or supportive services facility. The request should match the budget amounts identified on the CoC's HUD-approved FY 2015 GIW

Total Annual Assistance Requested: This field is automatically calculated based on the sum of the annual assistance requests entered for each activity.

Are you requesting a 15 year renewal per the FY2015 CoC Program NOFA? This request is only available for Operating Costs budget line items in projects in which the applicant owns the building and needs to provide maintenance. Only 1 year of funding is allowed according to the relevant section of the FY 2015 CoC Program Competition NOFA.

Grant term: This field is populated with the value "1 Year" and will be read only.

Total Request for Grant Term: This field is automatically calculated based on the total amount requested for each eligible cost multiplied by the grant term.

All total fields will be calculated once the required field has been completed and saved.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

# A quantity AND description must be entered for each requested cost. Any cost without a quantity and a description will be removed from the budget.

Eligible Costs		ntity AND Description nax 400 characters)	Annual Assistance Requested
1. Maintenance/Repair	1 FTE House Manager (\$12/hour + 25% benefits), household and cleaning supplies, facility maintenance and repairs		\$30,765
2. Property Taxes and Insurance	Insurance (\$150/mo. x	12 mos.)	\$1,800
3. Replacement Reserve			
4. Building Security			
5. Electricity, Gas, and Water	Electricity, gas, water (\$	7700/mo. x 12 mos.)	\$8,400
6. Furniture			
7. Equipment (lease, buy)			
Total Annual Assistance Requested			\$40,965
Grant Term			1 Year
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**Applicant:** Santa Barbara County Housing and Community Development **Project:** Lompoc Transformative Housing

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Total Request for Grant Term \$40,965

Click the 'Save' button to automatically calculate totals.

Are you requesting a 15 year renewal per section IV.B.3.b. This request is only available for projects with operating costs and 1 year of funding according to the relevant section of the FY 2015 CoC Program Competition NOFA.

# 7H. Sources of Match/Leverage

The following list summarizes the funds that will be used as Match or Leverage for the project. To add a Matching/Leverage source to the list, select the icon. To view or update a Matching/Leverage source already listed, select the icon.

# **Summary for Match**

Total Value of Cash Commitments:	\$15,947
Total Value of In-Kind Commitments:	\$0
Total Value of All Commitments:	\$15,947

# **Summary for Leverage**

Total Value	of Cash Commitments:					\$0
Total Value	of In-Kind Commitments	:				\$0
Total Value of All Commitments:		\$0				
Match/ Levera ge	Туре	Source	Contributor		Date of Commitment	Value of Commitments
Match	Cash	Government	City of C	Lompoc,	10/19/2015	\$15,947

131851003

**Project:** Lompoc Transformative Housing

# **Sources of Match/Leverage Detail**

# Instructions:

Match and Leverage are two distinct categories of funds from other sources that will be used in conjunction with this project, if awarded. Match (cash or in-kind) must be used for eligible program costs only and must be equal to or greater than 25% of the total grant request for all eligible costs under the CoC Program interim rule with the exception of leasing costs. Leverage funds can be used for any program related costs and there is no minimum requirement. Please review 24 CFR Part 578, the FY 2015 CoC Program NOFA for more detailed information concerning Match and Leverage.

Will this commitment be used towards Match or Leverage? Select Match or Leverage to categorize each commitment being entered.

Type of Commitment: Select Cash (\$) or In-kind (non-cash) to denote the type of contribution that describes this match or leveraging commitment.

Type of source: Select Private or Government to denote the source of the contribution. The Neighborhood Stabilization Program (NSP) and HUD-VASH (VA Supportive Housing program) funds may be considered Government sources. Project applicants are encouraged to include funds from these sources, whenever possible.

Name the Source of the Commitment: Be as specific as possible (e.g. HHS PATH Grant, Community Service Block Grant, Hilton Foundation Grant to End Chronic Homelessness) and include the office or grant program as applicable. Enter the name of the entity providing the contribution. It is important to provide as much detail as possible so that the local HUD office can quickly identify and approve of the commitment source.

Date of written commitment: Enter the date of the written contribution.

Value of written commitment: Enter the total dollar value of the contribution

The values entered on each detailed Match/Leverage screen will populate the Screen "7I. Summary Budget." The Cash, In-Kind, and Total Match will also automatically populate the Summary budget where the 25% match minimum will be calculated and applied.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

1. Will this commitment be used towards Match Match or Leverage?

2. Type of Commitment: Cash

3. Type of Source: Government

4. Name the Source of the Commitment: City of Lompoc, County of Santa Barbara (Be as specific as possible and include the office or grant program as applicable)

5. Date of Written Commitment: 10/19/20156. Value of Written Commitment: \$15.947

# 7I. Summary Budget

# Instructions:

The system populates a summary budget based on the information entered into each preceding budget form. Review the data and return to the previous forms to correct any inaccurate information. All fields are read only with exception to field "8. Admin (Up to 10%)."

Admin (Up to 10%): Enter the amount of requested administration funds. The request should match the amount identified on the CoC's HUD-approved FY 2015 GIW. HUD will not fund greater than 10% of the request listed in the field "Sub-Total Eligible Costs Request." If an amount above 10% is entered, the system will report an error and prevent application submission when the screen is saved.

Total Assistance plus Admin Requested: This field is automatically populated based on the amount of funds requested on the various budgets completed by the project applicant and Admin costs requested. This is this is the total amount of funding the project applicant will request in the FY 2015 CoC Program Competition.

Cash Match: This field is automatically populated. If it needs to be changed, return to Screen "7H. Sources of Match/Leverage" to make changes to this field.

In-Kind Match: This field is automatically populated. If it needs to be changed, return to Screen "7H. Sources of Match/Leverage" to make changes to this field.

Total Match: This field will automatically calculate the total combined value of the Cash and In-Kind Match. The total match must equal 25% of the request listed in the field "Total Eligible Costs Request" minus the amount requested for Leased Units and Leased Structures. There is no upper limit for Match. If an ineligible amount is entered, the system will report an error and prevent application submission. To correct an inadequate level of match, return to Screen "7H. Sources of Match/Leverage" to make changes.

Cash and In-Kind Match entered into the budget must qualify as eligible program expenses under the CoC program regulations. Compliance with eligibility requirements will be verified at grant agreement.

The Total Budget automatically calculates when you click the "Save" button.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

The following information summarizes the funding request for the total term of the project. However, the appropriate amount of cash and in-kind match and administrative costs must be entered in the available fields below.

Eligible Costs			Total Assistance Requested for 1 year Grant Term (Applicant)	
1a. Leased Units			\$0	
1b. Leased Structures				
2. Rental Assistance		\$0		
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3. Supportive Services	\$18,649
4. Operating	\$40,965
5. HMIS	\$0
6. Sub-total Costs Requested	\$59,614
7. Admin (Up to 10%)	\$4,172
8. Total Assistance plus Admin Requested	\$63,786
9. Cash Match	\$15,947
10. In-Kind Match	\$0
11. Total Match	\$15,947
12. Total Budget	\$79,733

# 8A. Attachment(s)

# Instructions:

Subrecipient Nonprofit Documentation: Documentation of the subrecipient's nonprofit status must be uploaded, if the applicant and project subrecipient are different entities, and the subrecipient is a nonprofit organization.

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

If indicated on Screens 3A and/or 3B, the following additional attachment screens may be visible that should be used instead of Screen 8A. Attachments:

CoC Rejection Letter: Projects that are applying for CoC funds and that have been rejected for the competition by their CoC (Solo Projects) must submit documentation from the CoC verifying and explaining why the project has been rejected.

Certification of Consistency with Consolidated Plan: Each applicant that is not a State or unit of local government is required to have a certification by the jurisdiction in which the proposed project will be located confirming that the applicant's application for funding is consistent with the jurisdiction's HUD-approved consolidated plan. The certification must be made in accordance with the provisions of the consolidated plan regulations at 24 CFR part 91, subpart F. For projects that selected "No CoC" on Screen 3A, a form HUD-2991 must be obtained and signed by the certifying official for the applicable jurisdiction, indicating that the proposed project will be consistent with the Consolidated Plan. If the Solo Applicant is a State or unit of local government, the jurisdiction must certify that it is following its HUD-approved Consolidated Plan.

Additional Resources can be found at the HUD Resource Exchange: https://www.hudexchange.info/e-snaps/guides/coc-program-competition-resources/

Document Type	Required?	Document Description	Date Attached
Subrecipient Nonprofit     Documentation	No	GSS Nonprofit Doc	10/07/2014
2) Other Attachment	No		
3) Other Attachment	No		

# **Attachment Details**

**Document Description:** GSS Nonprofit Documentation

# **Attachment Details**

**Document Description:** 

# **Attachment Details**

**Document Description:** 

**Project:** Lompoc Transformative Housing

# 8B. Certification

# A. For all projects:

# **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.

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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 Rental Assistance Projects:**

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 non-Rental Assistance Projects 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. Explanation.

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

Name of Authorized Certifying Official George Chapjian

**Date:** 11/18/2015

**Title:** Community Services 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, ficticious, or fraudulent



Renewal Project Application FY2015	Page 53	05/12/2016
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Applicant: Santa Barbara County Housing and Community Development	
Project: Lompoc Transformative Housing	

131851003

CA1123L9D031502

statements or claims may subject me to criminal, civil, or administrative penalties . (U.S. Code, Title 218, Section 1001).

# **9B Submission Summary**

Page	Last Updated
1A. Application Type	11/18/2015
1B. Legal Applicant	No Input Required
1C. Application Details	No Input Required
1D. Congressional District(s)	11/18/2015
1E. Compliance	11/18/2015
1F. Declaration	11/18/2015

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2A. Subrecipients	11/18/2015
2B. Recipient Performance	11/18/2015
3A. Project Detail	11/18/2015
3B. Description	11/18/2015
4A. Services	11/18/2015
4B. Housing Type	11/18/2015
5A. Households	11/18/2015
5B. Subpopulations	11/18/2015
5C. Outreach	11/18/2015
6A. Standard	11/18/2015
6B. Additional Performance Measures	No Input Required
7A. Funding Request	11/18/2015
7E. Supp. Srvcs. Budget	11/18/2015
7F. Operating	11/18/2015
7H. Match/Leverage	11/18/2015
7I. Summary Budget	No Input Required
8A. Attachment(s)	11/18/2015
8B. Certification	11/18/2015

strict Director

P O BOX 36001 STOP SF-4-4-46 SAN FRANCISCO, CA 94102

Date: FEB. 16, 1987

GOOD SAMARITAN SHELTER P O BOX 1467 406 S PINE SANTA MARIA, CA 93456

Mar is to

Employer Identification Number:
77-0133375
Case Number:
957023099
Contact Person:
ELSIE LI
Contact Telephone Number:
(415) 556-0252

Accounting Period Ending:

DECEMBER 31

Foundation Status Classification:

509(a)(1)

Advance Ruling Period Ends:

DEC. 31, 1990

Caveat Applies:

YES

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If period, you will be classified as a private foundation for future periods. Also, if you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within the 90 days, grantors and donors

may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor or was aware of, the act of failure to act that resulted in your loss of service had given notice that you would be removed from classification as

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Pederal Insurance Contributions Act (social security taxes) on remuneration of \$100 not liable for the tax imposed under the Pederal Unemployment Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically excise, employment, or other Federal taxes. If you have any questions about

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use applicable provisions of sections 2055, 2106, and 2522 of the Code.

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number on all returns you file and in all correspondence with the Internal

# GOOD SAMARITAN SHELTER

. :

The effective date of this determination letter is from September 19, 1986 the date your organization was incorporated.

GOOD SAMARITAN SHELTER

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

- tulerich C. Nulm

Frederick C. Nielsen District Director

### EXHIBIT B

## **Project Budget**

**Subrecipient:** Good Samaritan Shelter

Project: Lompoc Transformative Housing

**Grant Number:** CA1123L9D031502

**Time of Performance:** October 1, 2016 – September 30, 2017

Project Costs	Description	Amount	
Operating Costs			
Maintenance/Repair	1.0 FTE House Manager (\$12 per hour plus 25%	\$30,765	
	benefits), household and cleaning supplies, facility		
	maintenance and repairs		
Property Taxes and Insurance	Insurance (\$150 per month)	\$1,800	
Electricity, Gas, and Water	Utilities (\$700 per month)	\$8,400	
Supportive Services			
Case Management	0.5 FTE Case Manager (\$15 per hour plus 25%	\$18,649	
	benefits)		
Project Administrative Costs			
Project Administration		\$2,086	
<b>Total Grant Funds</b>		\$61,700	
Matching Funds		\$15,947	
Total Budget		\$77,647	

## EXHIBIT C

## **Expenditure Summary and Payment Request (ESPR)**

### **EXPENDITURE SUMMARY AND PAYMENT REQUEST (ESPR)**

#### Continuum of Care (CoC) Program

Date

Signature

County of Santa Barbara Community Services Department

2016 - 2017

Date

	y Name: t Name:	Good Samaritan Shelter  Lompoc Transformative Housing		DUNS #:	0232824	57			ESPR Request #: Date Submitted:		
-	Address:	245 E. Inger Dr., Suite 103-B							Report Period:	По	1 (Oct - Dec)
Contact		Sylvia Barnard	Title:	Evecut	ive Director				Report Feriou.	_	2 (Jan - Mar)
		goodsamshelter@gmail.com									3 (Apr - Jun)
Email P	Address:	goodsamsnerter@gman.com	Phone #:	805-34	0-0103						l (Jul - Sep)
Submit cor	npleted E	SPR and required documentation to:							PO/Contract #:	□ 4.	r (Jul - 3ep)
Staff	Person:	A.J. Quinoveva	Title:	Housin	g Program S	Snecia	ilist Sr		HCD Project #:	0237	
	Address:	AQuinoveva@co.santa-barbara.ca.us		805-56		эрсск			Grant #:		23L9D031502
Email A	Address:	AQuilloveva@co.sailta-baibaia.ca.us	Phone #:	803-30	0-1090				Grant #.	CAII	23130031302
Grant Bu	udget ar	nd Expenditures									
Budget Line Item		Project Cost	Activity				Budget	Previous Drawdowns	Requested Drawdown	New A	vailable Balance
1030	Operatir	ng Costs	Maintenance/Repair			\$	30,765.00		\$ -	\$	30,765.00
			Property Taxes and Insurance			\$	1,800.00		\$ -	\$	1,800.00
			Electricity, Gas, and Water			\$	8,400.00		\$ -	\$	8,400.00
1050		ive Services	Case Management			\$	18,649.00		\$ -	\$	18,649.00
1060	Project A	Administrative Costs	Administration			\$	2,086.00		\$ -	\$	2,086.00
				TO	ΓAL	\$	61,700.00	\$ -	\$ -	\$	61,700.00
	the best s of this g	of my knowledge and belief that this r rant and have not been paid by any oth	· ·	e reviewed			ocumentation. / Executive Dir		been made for the p	urpose	e and

Signature

#### **EXHIBIT D**

# Indemnification and Insurance Requirements (For Professional Contracts)

#### **INDEMNIFICATION**

SUBRECIPIENT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. SUBRECIPIENT's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

SUBRECIPIENT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### **INSURANCE**

SUBRECIPIENT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by SUBRECIPIENT, his agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if SUBRECIPIENT has no
  owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per
  accident for bodily injury and property damage.
- 3. **Workers' Compensation**: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 4. **Professional Liability** (Errors and Omissions) Insurance appropriate to SUBRECIPIENT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If SUBRECIPIENT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by SUBRECIPIENT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

#### **B.** Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of SUBRECIPIENT including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SUBRECIPIENT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

- 2. **Primary Coverage** For any claims related to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, agents or volunteers shall be excess of SUBRECIPIENT's insurance and shall not contribute with it.
- 3. **Notice of Cancellation** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to COUNTY.
- 4. Waiver of Subrogation Rights SUBRECIPIENT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- 5. **Deductibles and Self-Insured Retention** Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require SUBRECIPIENT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 6. **Acceptability of Insurers** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A-VII".
- 7. Verification of Coverage SUBRECIPIENT shall furnish COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive SUBRECIPIENT's obligation to provide them. SUBRECIPIENT shall furnish evidence of renewal of coverage throughout the term of the Agreement. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 8. **Failure to Procure Coverage** In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
- 9. **Subcontractors** SUBRECIPIENT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and SUBRECIPIENT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
- 10. Claims Made Policies If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, SUBRECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 11. **Special Risks or Circumstances** COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. SUBRECIPIENT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

#### **EXHIBIT E**

# Certification Regarding Compliance with the Americans with Disabilities Act

The undersigned certifies, that to the best of his/her knowledge and belief, that:

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.

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.

SUBRECIPIENT will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

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	
Grant Number:	CA1123L9D031502	
Authorized Representative:	Sylvia Barnard, Executive Director	
	Signature	

#### **EXHIBIT F**

### **Certification Regarding Lobbying**

#### Certification for Contracts, Grants, Loans and Cooperative Agreements

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.

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 SUBRECIPIENT will comply with the Lobbyist Requirements.

Failure on the part of SUBRECIPIENT or persons and/or entities acting on behalf of 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.

## EXHIBIT F (CONTINUED)

	Signature	Date
Authorized Representative:	Sylvia Barnard, Executive Director	
Grant Number:	CA1123L9D031502	
Subrecipient:	Good Samaritan Shelter	

#### **EXHIBIT G**

# 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.
- 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.

#### **EXHIBIT G (CONTINUED)**

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 voluntary 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.

	Signature	Date
Authorized Representative:	Sylvia Barnard, Executive Director	
Grant Number:	CA1123L9D031502	
Subrecipient:	Good Samaritan Shelter	

## EXHIBIT H

## **Federal Award Identification Information**

i.	Subrecipient Name	Good Samaritan Shelter			
	(which must match the registered name in DUNS)				
ii.	Subrecipient DUNS number		023282457		
iii.	Federal Award Identification Number (FAIN)		CA1123L9D031502		
iv.	Federal Award Date				
.,	Daried of Darfarmance	Start Date	10/1/2016		
٧.	Period of Performance	End Date	9/30/2017		
vi.	Amount of Federal Funds Obligated by this action		\$61,700		
vii.	Total Amt of Federal Funds Obligated to subrecipient		\$61,700		
viii.	Total Amount of the Federal Award		\$63,786		
			Continuum of Care Program funds for		
ix.	Federal award project description		the provision of transitional housing		
		to homeless households with children			
V	Name of Forderel expending arrays.		U.S. Department of Housing and		
Х.	Name of Federal awarding agency,		Urban Development		
	Pass through entity,		County of Santa Barbara		
	And contact information for awarding official				
vi	CEDA .		14.267		
xi.	CFDA	Name	Continuum of Care Program		
xii.	Is the award research and development?	No			
xiii.	Indirect cost rate for the Federal award (including if the d	N/A			
	rate is charged per §200.414 Indirect (F&A) costs.				