
Adult Reentry Grant (ARG) Rehab of Property Project

Proposal Package Coversheet

Submitted by:

Applicant Name: Epidaurus DBA Amity Foundation

Date Submitted:

Date: November 1, 2019

2. ARG REHAB OF PROPERTY PROJECT COMPONENT CHECKLIST

ARG Rehab of Property Project Applicant Checklist

A complete **Proposal Package** must contain the following (to be submitted in the order listed):

| Required Items for Application: | | ✓ |
|---------------------------------|---|---|
| 1 | Cover Sheet <ul style="list-style-type: none"> • Insert Applicant Name and Date of Submission | ✓ |
| 2 | Proposal Checklist <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> | ✓ |
| 3 | Applicant Information Form (must include valid Corporate Entity Number) <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> | ✓ |
| 4 | Proposal Narrative (15 pages or less) | ✓ |
| 5 | Proposal Budget Table and Budget Table Line Item Detail - Completed 5a ARG Rehab Project Budget Attachment (Excel workbook) | ✓ |
| 6 | Budget Description (template with narrative format, 5 pages or less) | ✓ |
| 7 | Project Activity Timeline (Attachment A) | ✓ |
| 8 | Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix D) <ul style="list-style-type: none"> • <i>Signed in blue ink by the authorized signatory (original signature)</i> | ✓ |
| 9 | Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form <u>and</u> a scanned copy of the applicant's status as registered on the Secretary of State's database (https://businesssearch.sos.ca.gov/) | ✓ |
| 10 | Title Report of the project property, current within 30 days of application | ✓ |
| 11 | Preliminary Information for Notice of Exemption Form (Appendix C) | ✓ |
| 12 | Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for <u>and</u> sign contracts and amendments thereof | ✓ |

***PLEASE NOTE: ATTACHMENTS AND DOCUMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED OR FORWARDED TO THE SCORING COMMITTEE. ***

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X  Date: 10/29/19
 Applicant Authorized Signature (see Applicant Information Form, Part N, next page)

3. ARG REHAB OF PROPERTY PROJECT APPLICANT INFORMATION FORM

ARG Program Rehab of Property Project Applicant Information Form

| A. CBO APPLICANT | | | | B. TAX ID # | | C. CORPORATE ENTITY # | |
|--|--|-----------------------------------|---|-----------------------|---|-----------------------|----------|
| NAME OF APPLICANT | | | | TAX IDENTIFICATION #: | | CORPORATE ENTITY # | |
| Epidaurus DBA Amity Foundation | | | | 77-0418201 | | C1953746 | |
| STREET ADDRESS | | CITY | | STATE | | ZIP CODE | |
| 3655 South Grand Ave #290 | | Los Angeles | | CA | | 90007 | |
| MAILING ADDRESS (if different) | | CITY | | STATE | | ZIP CODE | |
| 2202 South Figueroa #717 | | Los Angeles | | CA | | 90007 | |
| D. <u>CBO APPLICANTS</u>: List the cities and towns in which your organization will provide Adult Reentry Program funded services. | | | | | | | |
| Los Angeles | | | | | | | |
| E. PROJECT TITLE: | | Amistad de Los Angeles Renovation | | | | | |
| F. SUMMARY of REHABBING PROJECT (100-150 words): | | | | | | | |
| Rehabilitation of Amistad de Los Angeles, a 4 story building in downtown LA. Total scope includes rehabilitation of 69 existing bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, design and build of 3 bedrooms and a community restroom and shower in basement, rehabilitation of mop closets, conversion of community restrooms to electrical and storage rooms on each floor, and installation of floor coverings and painting in hallways and stairwells. | | | | | | | |
| G. GRANT FUNDS REQUESTED: | | | H. APPLICANT IS A 501(c)(3) | | I. VERIFICATION OF 501(c)(3) STATUS | | |
| \$5,000,000 | | | YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> | | Confirmation of Active Status with SOS <input checked="" type="checkbox"/> AND IRS 990 <input checked="" type="checkbox"/> OR Letter of Determination <input checked="" type="checkbox"/> | | |
| J. PROJECT DIRECTOR - CONSTRUCTION MANAGER: | | | | | | | |
| NAME | | TITLE | | | TELEPHONE NUMBER | | |
| Mike Salazar | | Director of Facilities and Assets | | | 1-520-343-0434 | | |
| STREET ADDRESS | | | | | FAX NUMBER | | |
| 3760 South Grand Avenue | | | | | 1-866-783-2186 | | |
| CITY | | STATE | ZIP CODE | | EMAIL ADDRESS | | |
| Los Angeles | | CA | 90007 | | msalazar@amityfdn.org | | |
| K. FINANCIAL OFFICER – FINANCIAL MANAGER: | | | | | | | |
| NAME | | TITLE | | | TELEPHONE NUMBER | | |
| David Crawford | | CFO | | | 650-799-0717 | | |
| STREET ADDRESS | | | | | FAX NUMBER | | |
| 3655 South Grand Avenue #290 | | | | | 1-866-783-2186 | | |
| CITY | | STATE | ZIP CODE | | EMAIL ADDRESS | | |
| Los Angeles | | CA | 90007 | | dcrawford@amityfdn.org | | |
| PAYMENT MAILING ADDRESS (if different) | | | CITY | | STATE | | ZIP CODE |

| | | | |
|-------------|-------------|----|-------|
| PO Box 3043 | Los Angeles | CA | 90007 |
|-------------|-------------|----|-------|

L. DAY-TO-DAY PROJECT CONTACT:

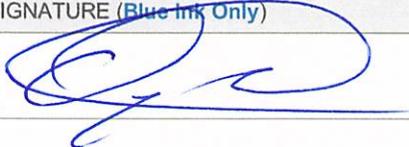
| | | | |
|-------------------------|---------|------------------|-----------------------|
| NAME | TITLE | TELEPHONE NUMBER | |
| Mike | Salazar | 1-520-343-0434 | |
| STREET ADDRESS | | FAX NUMBER | |
| 3760 South Grand Avenue | | 1-866-783-2186 | |
| CITY | STATE | ZIP CODE | EMAIL ADDRESS |
| Los Angeles | CA | 90007 | msalazar@amityfdn.org |

M. DAY-TO-DAY FISCAL CONTACT:

| | | | |
|----------------------------------|--------------|------------------|----------------------------|
| NAME | TITLE | TELEPHONE NUMBER | |
| Sandra | Kleinschmidt | 520-622-6489 | |
| STREET ADDRESS | | FAX NUMBER | |
| 721 North 4 th Avenue | | 520-622-6490 | |
| CITY | STATE | ZIP CODE | EMAIL ADDRESS |
| Tucson | AZ | 85705 | skleinschmidt@amityfdn.org |

N. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

| | | | |
|---|-------------|------------------|--|
| NAME OF AUTHORIZED OFFICER | TITLE | TELEPHONE NUMBER | EMAIL ADDRESS |
| Doug Bond | CEO | 213-400-4243 | dbond@amityfdn.org |
| STREET ADDRESS | CITY | STATE | ZIP CODE |
| 3655 South Grand Avenue #290 | Los Angeles | CA | 90007 |
| APPLICANT'S SIGNATURE (Blue Ink Only) | | | DATE |
| X  | | | 10/29/2019 |

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the Adult Reentry Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

4. ARG REHAB OF PROPERTY PROJECT PROPOSAL NARRATIVE

Section 1. Project Need

1.1 Conditions within communit(ies) that can be addressed by the Rehabilitation of Existing Property and Buildings proposal

According to Mayor Eric Garcetti, Los Angeles is facing an unprecedented housing crisis. In addition to an inadequate stock of affordable housing, high real estate prices, and the financial burden of rising rents that outpace median incomes, the burden of financial hardship is seen in the rising number of homeless individuals. With 49% of the national homeless population¹, California leads the nation in sheer volumes of homelessness, including among veterans and minority populations. Los Angeles County reports 59,000 homeless individuals, with 36,000 living in the City of Los Angeles. Governor Newsom is under pressure from community leaders and public officials to declare a state of emergency in Los Angeles regarding the homelessness situation. Recent efforts to address this crisis are evident in voter approval and passage of both Proposition HHH² in 2016, and Measure H³ in 2017. Other efforts underway in Los Angeles include the passage of legislation that increases protections for renters, incentivizes the inclusion of mixed-income developments, removal of regulatory barriers impeding affordable housing development, and executive directives that expedite permits and processing times for affordable housing development. Facilitated by the Los Angeles Homeless Services Authority (LAHSA), the Coordinated Entry System (CES) has streamlined the identification and match to services for the most in-need homeless individuals, and inter-agency efforts have begun to investigate the role of race, inequality, and other variables that have resulted in the disparate rates of homelessness among minority and marginalized populations. In spite of the work underway, there remains an overwhelming need⁴ for more housing to be made available for at-risk populations. The reentry population is particularly vulnerable to housing insecurity and homelessness, a factor with a strong positive correlation to recidivism. Rates of homelessness among formerly

¹ <https://howhousingmatters.org/articles/four-homelessness-trends-2018-mean-2019/>

² Proposition HHH (2016) is a \$1.2 billion bond to create 10,000 units of affordable housing by 2026.

³ Measure H (2017) is a Los Angeles County sales tax increase of 0.25% generating as much as \$3.55 billion to fund supportive services, housing, outreach and prevention for individuals facing homelessness.

⁴ The California Housing Partnership (2019) reports that Los Angeles County needs 517,000 more homes priced at very-low and extremely-low income levels to meet current needs of low-income households.

incarcerated individuals are highest among women, people of color, individuals more than 45 years old, with histories of more than one incarceration, and those within 2 years of time since release. The rate of homelessness per 100,000 among formerly incarcerated individuals is almost 10x the rate of homelessness in the general public (Prison Policy Initiative, 2018)⁵. Home to more than 10.16 million residents⁶, Los Angeles County (LAC) is the most populated county in California and is projected to receive approximately 26% (1,173⁷) of all parolees from California state institutions in FY2019/2020. In the absence of stable housing, the reentry population faces reduced access to healthcare services (including addiction and mental health treatment), more difficulty in securing and retaining a job, and diminished ability to access educational programs. Housing and service needs of the reentry population are triaged to appropriate and available care slots through the Regional Specialized Treatment for Optimized Programming (STOP) offices, however the demand for services consistently exceeds capacity, highlighting the number of individuals who reenter the community without access to needed supports. Given the strong positive correlation between homelessness and recidivism, it is critically important to create adequate housing opportunities for the reentry population. The **purpose of increasing bed availability through the Rehab of Property project** is to support better outcomes for all individuals with histories of incarceration in a state prison, ultimately decreasing recidivism, and improving public safety. Amity's proposal to increase access to safe, stable, and supportive housing will support the ability of each individual to successfully reintegrate into the community.

1.2 Extent to which the project will address the needs of the target population

The target population of this proposal is any individual who has been formerly sentenced to and released from state prison, including those that are on parole and those who are no longer on parole. The needs of the target population are complex, consistently reflecting personal histories of substance abuse, incarceration, housing insecurity or homelessness, unaddressed medical or mental health issues, educational deficits, and economic/employment insecurity. Despite current efforts to increase the stock of

⁵ <https://www.prisonpolicy.org/reports/housing.html>

⁶ United States Census Bureau, Population estimates 2017 (V2017)

⁷ 2019/2020 STOP Projected Releases

affordable housing, few funding streams are designed with returning prisoners in mind⁸ and many reduced-rent, income-restricted, and subsidized housing units have strict eligibility requirements. Even the Coordinated Entry System process leaves the reentry population at a disadvantage on the basis of their chronicity of homelessness (where incarceration does not meet the definition of abject homelessness).

Amity's proposal is strongly aligned with the intent of funding offered through BSCC ARG Property Rehab Project. The project meets the very specific needs of the criminal justice population, primarily by providing a stable living space to develop social and financial capital, connect to resources, secure employment, and attend to medical and mental health issues. These services are matched to client-expressed and diagnostically assessed needs, equip individuals for successful reentry, and directly mitigate the risk of homelessness and likelihood of recidivism. Amity's proposal to renovate its existing facility not only increases the capacity to serve a greater number of individuals (26 new beds), but will also significantly improve the standard of housing for the current 184 residents who were formerly incarcerated in state prison at Amity.

1.3 Relevant key local qualitative and/or quantitative data in support of the need

Issued in February 2018, the California Statewide Housing Assessment 2025 reports production of new housing far below need, lack of supply and rising costs, continued sprawl causing decreasing affordability and increasing transportation costs, rent-burdened tenants, and home ownership rates at the lowest since the 1940's⁹. Current legislative efforts to build more units and improve accessibility are insufficient to address the scarcity of housing and cannot keep up with the staggering and exponentially growing need. It is imperative that community-based organizations like Amity expand their ability to serve the reentry population, and contribute meaningful solutions in a housing crisis which has also become a social, moral, and health crisis in the State of California. Amity does not discriminate based on an individuals' history of prior drug use or incarceration, and encourages individuals to actively participate in an array of services support

⁸ Corporation for Supportive Housing, Project Financing Issues for Reentry Supportive Housing, (2002)

⁹ California's Housing Future: Challenges and Opportunities. Final Statewide Housing Assessment 2025, February 2018, California Department of Housing and Community Development

successful reintegration into the community.

Section 2. Project Description

2.1 Description of planning process used to develop the design for proposed renovation, remodel or improvements to existing property and/or buildings

Amity's Director of Facilities and Assets conducts yearly assessments of all of its facilities based on issues such as capacity, age of the building, repairs beyond regular wear and tear, sustainable energy practices, functionality, and safety. He made his recommendations to the executive team comprised of the CEO, CFO and California-based executives noting areas where improvements should be made. The executive team made the decision to seek funding to make the renovations based on all of these issues and this is Amity's number one priority among its facilities in California and Arizona. The project is for the rehabilitation of Amistad de Los Angeles, a 4 story building in downtown LA. The total scope includes rehabilitation of 69 existing bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, design and build of 3 bedrooms and a community restroom and shower in basement, rehabilitation of mop closets, conversion of community restrooms to electrical and storage rooms on each floor, and installation of floor coverings and painting in hallways and stairwells.

2.2 Description of proposed ARG Rehab Project

Type of property and current purpose

Amistad de Los Angeles (Amistad) is a 4 story former hotel building in downtown LA used for transitional housing (residential treatment and reentry services). This facility currently serves as a Male Community Reentry Program, which is a Correctional Re-Entry Facility operating under the auspices of the California Department of Corrections and Rehabilitation (CDCR) to operate and administer the facility under contract with CDCR, in essence performing the governmental function. This function provides housing; rehabilitative services that assist with substance use disorders, employment, GED education, job seeking skills, family reunification, and arranges for community-based

services regarding mental health care, medical care and social supports. The MCRP is designed to help participants successfully reenter the community from prison and reduce recidivism. Amity also receives funding through a Specialized Treatment for Optimized Programming subcontract with the Community Education Centers, Inc., and funded also through CDCR. Services under this contract include: housing; and the coordination, case management and purchasing of substance abuse treatment and other services for parolees under active supervision.

Current overall housing capacity (number and types of units or bed space) and the capacity designated for the target population)

The facility is currently licensed to hold a housing capacity of 184. 100% of the bed space is used to serve the target population designed by the BSCC—the formerly incarcerated population coming out of state prison.

Detailed scope of work proposed for the rehabilitation of existing property or buildings project

Rehabilitation of Amistad de Los Angeles, a 4 story hotel building. Total scope includes rehabilitation of 69 existing bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, replacement of elevator, the design and build of 3 bedrooms and a community restroom and shower in the basement. In addition, we seek to rehabilitate the mop closets, conversion of abandoned community restrooms to electrical and storage rooms on each floor. This all includes the installation of floor coverings and painting in hallways and stairwells. Funds would be used for Phase 1 (General Requirements -permit fees and architectural design, etc), as well as most of Phase 2 (rehabilitation of 69 rooms in Amistad de Los Angeles, a 4 story hotel including bedrooms and bathrooms, replacement of all existing plumbing, mechanical and electrical systems, replacement of all doors and windows, improvements to the fire alarm system, the design and build of 3 bedrooms and a community restroom and shower in the basement. Renovations will allow the addition of 26 new beds (14 in the basement and 12 on the first floor). This renovation would also impact all four floors

and all rooms of this building with renovations to add HVAC to all residential units, complete electrical upgrades throughout the building and significant plumbing upgrades to include replacing all showers and new toilet sewer lines, vents, sink waste lines, shower waste lines, toilet supply lines, sink supply lines, shower supply lines.

2.3 Project Activity Timeline (Attachment A of the RFP) identifying key events, dates, and comments for the proposed project

Please see attached timeline located after the budget description.

2.4 Comprehensive description of the anticipated outcomes at the conclusion of the project

Number and types of units or bed space (if any), and/or improvements to existing conditions, program spaces, and other ancillary spaces

Outcome: Increased beds means more individuals can be served.

Renovations will allow the addition of 26 new beds (14 in the basement and 12 on the first floor). This renovation would also impact all four floors and all rooms of this building with renovations to add HVAC to all residential units, complete electrical upgrades throughout the building and significant plumbing upgrades to include replacing all showers and new toilet sewer lines, vents, sink waste lines, shower waste lines, toilet supply lines, sink supply lines, shower supply lines.

How the modifications will provide for a safe, sanitary, and appropriate living environment

1. Outcome: Updated electrical to bring the facility up to code as well as to meet the demands of a modern electrical load. Some rooms currently only have one outlet, which is shared by multiple individuals. Upgrading the electrical systems would allow for more outlets and increased circuits to manage lamps, charging phones, charging ankle monitors (a requirement of parole), hairdryers, and more.
2. Outcome: Increased space in each room; increased climate regulation. The Amistad building does not have centralized AC. Air circulation is facilitated by fans that are plugged in to the out-of-date- electrical system. The current heating system consists of gas-fed wall heaters, which are energy-inefficient and require a

3-foot clearance around the wall-heater. Changing this system will create more living space for the individuals in some of the rooms since beds will be able to be rearranged to use this space that could not previously cover the heater. These elements would also increase the comfort level of the overall facility.

3. Outcome: Well-functioning bathrooms. Bathroom floor tiles are currently broken, so when toilets leak, or when plumbing issues arise due to outdated plumbing, water drips to the floor below. Showers drip to the floor below as well. Updated usable plumbing and showers that don't leak from one floor to another floor would be a substantial increase in comfort for the students living there.
4. Outcome: Minimize disruption to supportive services. Right now the rooms and bathrooms are in constant disrepair, which is extremely disruptive to students. After the rooms are renovated, the students will be able to focus on the services that we offer instead of being displaced for room and bathroom repairs, as well as adding to the comfort of their experience with regards to heat, cold, and normal living experiences.
5. Outcome: Energy savings. Savings in energy costs (water, electricity), and emergency maintenance) can be applied to increased services for participants as well.

How the outcomes will address conditions with the community and serve the target population

As described above, Amity will be able to increase the number of individuals it serves, increase the comfort of the facility in terms of space, climate and quality; minimize disruptions to services that come with faulty plumbing and electrical systems are frequent. Ultimately, by modernizing the building, Amity will be able to avoid frequent and lengthy disruptions, as well as improve the overall quality of the living space for the target population.

The projected overall capacity of the project and the designated capacity for the target population

The projected overall capacity is 184 current beds plus 26 additional beds = 210 total

capacity. Amity projects the designated capacity for the target population to be at 100% or all 210 beds.

2.5 Plan to ensure the project will not result in the displacement of tenants or businesses

Amity has a specific plan in place so that it can maintain services currently provided during the construction period to ensure that there is no displacement of students as a result of this project. First, Amity intends to rehabilitate rooms (offices, storage space and laundry facility) that are currently not used to house individuals. These are located in the basement and first floor of the building. This will add 26 new beds. When those are completed, then individuals will be moved or placed into those new rooms, vacating the next set of rooms to be renovated. The rest of the renovation will be completed in stacks in order to minimize impact to the residents. There are 8 ½ stacks in the building so as each stack is completed, residents will move into renovated spaces, vacating un-renovated ones. Water and electrical shut-offs will be limited to one business day, with restrooms made available across the street at our outpatient facility. The proposed rehabilitation project will not change or impact the services currently being provided at the site other than to increase the number of people receiving those same services.

2.6 Description of plan, including future operating income and expenses to ensure that the target population will be housed at this property in safe and sanitary conditions for the length of the grant period. Include methods for determining eligibility and data collection and record keeping.

Plan for future operating income and expenses: Amity has consistently received funding from the California Department of Corrections and Rehabilitation to provide services and housing to the exact target population of this proposal. Amity expects that it will continue to receive this funding through the life of this proposal (Jan 31, 2030). If for any reason, that funding were to end, Amity fully intends to continue to serve the target population to fulfill the criteria of this grant, seeking other funding streams to ensure compliance.

Safe and sanitary conditions: Because of the phased order of the renovation, construction will be limited to designated, uninhabited areas of the facility at any given time. The construction manager will provide clear boundaries, manage construction noise and dust through temporary structures to block off the construction areas, in order to ensure that the target population will be housed at this property, and continue to receive services, in conditions that are safe and sanitary through the duration of the grant period. Ultimately, this entire renovation is intended to meet this very goal and provide a more comfortable living experience for the individuals Amity serves.

Eligibility and record keeping: Amity has a full intake process in place to ensure that individuals enrolled at Amistad meet the criteria of the target population. Since all current enrollees are referred to Amistad directly from incarceration in state prison, this criteria is already being met. This information is documented in each individual's clinical file and can be made available upon request. Such records are stored through the life of the grant.

2.7 Project accessibility to reentry services and resources such as public transportation, shopping, health and behavioral health care services

The Amistad de Los Angeles facility would provide a full spectrum of reentry services onsite including behavioral health care, employment services, rehabilitative services and housing. The location is within a few blocks of Los Angeles public transportation connecting individuals to other nearby services on bus, metrolink and train public transportation systems. Amity has a partnership with the Kedren Health Services, which provides medical care onsite three days a week at Amity, across the street from Amistad. Kedren provides basic medical care, labs, prescriptions and referrals. Amity also provides transportation for other offsite medical needs. There are also emergency services within 5 miles of the facility. Amity provides all meals on site and access to clothing banks and other donated goods. For smaller convenience needs, the students can go to a nearby store within 2 blocks. Larger shopping needs may be accessed through public transportation

Amity also has extensive, Los Angeles-based collaborative relationships with a huge network of reentry-focused CBPs that it has built over the last 15 years. Amity, was a founding member of a membership organization known as the Los Angeles Regional Reentry Partnership (LARRP), serves as a leader in Los Angeles of Reentry-Based Services. This organization, comprised of over 400 members is a network of public, community, and faith-based agencies and advocates working together to ensure that our reentry system meets the needs of our agencies, communities, and the people we serve, both in terms of capacity and public policy. This includes housing, mentoring, medical, employment, mental health, and many more important reentry services. As relevant to this project, Amity will engage all possible services that could potentially enhance Amity's program services at Amistad. LARRP will also serve as an outreach partner, extending the reentry partnership and connecting Amity to additional resources as they become available.

2.8 Description of how the project will provide a supportive and therapeutic community

Amity has 50 years of experience providing supportive and therapeutic community services to the criminal justice population. Since Amity acquired Amistad in 2004, it has consistently used the therapeutic community (TC) model providing supportive and therapeutic community services which includes housing plus supportive services, specifically to the target population for this proposal. Amity intends to continue to use the TC model at Amistad. Amity has played a seminal role in the development of the Therapeutic Community as a treatment modality for substance abusing offenders and has served as a research model to demonstrate the positive impact of the TC model on this population.¹⁰ Amity recommends to use the therapeutic community model as outlined by DeLeon as its core conceptual framework approach to deliver its substance abuse program. This model includes the following therapeutic community components : community separateness, a community environment, community activities, well-trained staff, peers as role models, a structured day, a curriculum that teaches TC perspective

¹⁰ Three-year outcome data on the Amity Foundation program at the Richard J. Donovan Correctional Facility, San Diego, CA, Lowe and Wexler, 1988.

including awareness and emotional growth, use of peer encounter groups, and clear planning for further reentry needs and treatment.

Section 3. Organizational Capacity

3.1 Description of organizational experience

Amity's experience in addressing the housing needs of the target population

Amity has a high capacity to serve the target population and provide access to housing needs. Amity, a leading agency in the administration of reentry services, has almost 50 years of experience working with the criminal justice population, the last 15 specifically in Los Angeles County. This experience includes comprehensive transitional reentry and rehabilitation programs for the criminal justice population, including connections to housing, employment-related services, housing, transportation, and substance abuse treatment to criminal justice system-involved offenders who are at risk for, or are homeless. Amity currently operates five facilities across California, and Arizona. In California, all of which provide either residential treatment or housing in addition to comprehensive services. In CA, Amity has administered over \$200 million in contracts serving the criminal justice population since 1990, providing a comprehensive system of care to the criminal justice/re-entry population both in prison and community and is very well-equipped to continue to serve persons exiting state institutions in need of housing and services.

Amity's experience in developing projects within reasonable timeframes and budgets

In addition to Amity's significant experience as a quality service provider throughout the CDCR rehabilitative initiative, and decades of Los Angeles-based community-based services for the parolee population, Amity is fully prepared to take on the fiscal, budgetary and contract compliance elements of this project, including developing projects within reasonable timeframes and budgets. Amity's current Chief Financial Officer, David Crawford, oversaw all of the financial and grant management aspects of multi-million-dollar development contracts in Los Angeles. His depth of experience and quality of his work and financial skill set would lead to an effective and efficient development of the

project and budgetary needs.

In addition, Amity's management team has over 10 years of experience being directly responsible for the development of projects within reasonable timeframes that are projects similar to the scope of this project.

Amity's experience in owning real estate assets and maintaining the financial and physical viability of these assets

Amity has a demonstrated capacity in its ability to own real estate assets and maintain the physical and financial viability of these assets through its lengthy and extensive experience renovating, constructing and managing several properties throughout its years of service at its residential facilities in California, and Arizona. Below are some examples:

Amity at Circle Tree Ranch – Tucson, Arizona: Amity Foundation has capital improvement and management experience since 1986 when it acquired Circle Tree Ranch, a 55 acre property that was once used as a dude ranch and later a school is now a licensed residential facility for 139 beds in Tucson, Arizona. Tenancy: Reentry population, many of whom are at risk for homelessness, private paying individuals, individuals on probation. Date of Construction Completion: Ongoing construction and renovations. Capital: Amity received a cash donation and Amity's internal funding that allowed it to make a down payment on the \$750,000 property. Since then, Amity has done at least \$1.3 million in renovations financed through bank loans and its last appraised value was \$4.4 million (2004). These renovations include renovations to many of the buildings on the property that have resulted in a conference/training center, a full commercial kitchen and dining room, and upgrades to the residential and office spaces throughout the campus.

Amity at Dragonfly Village – Tucson, Arizona: In January of 2015, Amity opened Dragonfly Village, a brand new quality transitional housing community on Amity's acreage of Circle Tree Ranch in Tucson. Over a period of 5 years, Amity raised \$5.3 million through a combination of grants, loans and donations; completed all of the pre-

construction work, including environmental plans, architectural plans; and managed the entire construction of this brand new, state-of-the-art, quality, transitional housing complex for homeless individuals and families in Tucson, Arizona consisting of 39 housing units plus a playground. It also constructed the Dragonfly Community Center adjacent to the housing community where Housing Services; Case Management Services; and Community Collaboration Services are provided to the residents. It is managed at full capacity with multiple funding streams from state and federal sources.

Amity at Amistad de Los Angeles, Los Angeles, California:

On March 24, 2004 Amity completed construction and issued bonds to fund the purchase and improvement costs for Amistad de Los Angeles, the subject of this proposal. Licensed for 184 beds, Amity has consistently maintained the property up to licensing standards and received consistent funding to financially manage the facility for 15 years. Since this acquisition, Amity has done at least \$600,000 in renovations to this property such as upgrades and repairs to its most pressing needs. It still requires a large scale renovation, which is the purpose of this proposal.

Amity's experience compliance with federal, state and local zoning, housing and environmental laws and regulations

As mentioned above, Amity has maintained this property in Los Angeles since 2004 and has worked through federal, state and local zoning, housing and environmental laws and regulations as needed. As part of the process to hire a general contractor (GC), Amity will ensure that the GC can demonstrate full competence and significant experience in these areas in order to mitigate any potential delays or needs during the renovation process.

3.2 Feasibility of completing the proposed project as outlined in Attachment A

Amity has worked with a consultant and multiple agencies with extensive experience, as well as its Director of Facilities and Assets in order to develop the most reasonable plan for the completion of the proposed project. All of these individuals have deep experience in working with construction timelines relating to architectural needs, permits, and other

construction elements. Amity has a specific plan in place so that it can maintain services currently provided during the construction period to ensure that there is no net loss of services as a result of this project. Amity has also built in large windows of time to manage any unforeseen issues that may arise when the construction process begins. Please see attachment A.

3.3 Detail other capital in place to support the proposed project, including how BSCC funds are used to solely house the target population

Amity has received \$1,500,000 of HUD funding from the California Development Block Grant (CDBG) funds that are administered by the Los Angeles Housing + Community Investment Department and are dedicated for the pre-construction and construction costs of this project. Amity intends to use \$1,000,000 of this funding as its cash match to this BSCC ARG Rehab Project Funding request of \$5,000,000. The remaining \$500,000 from CDBG not used as cash match for this grant, are also dedicated to the project. Amity's total estimated project cost is \$9,000,864. Until Amity has architectural drawings and a hard estimate, we cannot be 100% of the cost of the project. Amity will cover the remaining \$2,500,864 from Amity's capital budget over 3 years and will conduct additional fundraising, or pursue additional grant funds to cover the costs of this project.

In addition, Amity's services at Amistad, which include housing and supportive services are supported by the California Department of Corrections and Rehabilitation Male Community Reentry Center contract (\$5.7million per year) and Specialized Treatment for Optimized Programming subcontract (\$1.5 million per year).

Section 4. Readiness to Proceed

4.1 Overall readiness to proceed and begin construction upon grant award, including how the proposed renovations will be complete by the end of the grant cycle

Amity has been planning for this renovation for several years and has put forth a targeted effort to seek funding to make this renovation possible. In doing so, it has been able to determine exactly what kind of renovations are necessary and has secured a reasonable

estimate for the costs. Amity has begun the environmental review and has identified known architectural firms who will be interviewed for the project once the environmental reviews have been completed. Amity's Director of Facilities and Assets has at least a decade of experience working within the building and is familiar with the facility's renovation needs. The Executive Management of Amity has prioritized this renovation and will fully support the process with dedicated staff, and resources from start to finish. Funding from the CDBG (HUD) will be available for spending in February 2020, and therefore the pre-construction and construction process can proceed almost immediately upon award of BSCC funds.

4.2 Current status in obtaining permits and satisfying any other state and local requirements, including CEQA, that are needed to begin the ARG Rehab of Property Project

Amity has had an attorney review the CEQA and has determined that this project is exempt. (See attachment C). Amity has not begun the permitting process, but is ready to do so according to the timeline (attachment A). As mentioned above, Amity has already begun the environmental review process.

4.3 Current funding sources, including whether funding is available to begin construction or whether applicant will require a loan or acquire other funding for the project

Amity has received funding in the amount of \$1,500,000 of HUD funding from the California Development Block Grant funds that are administered by the Los Angeles Housing + Community Investment Department will be available in February 2020. Amity intends to use \$1,000,000 of this funding as its cash match to this BSCC ARG Rehab Project Funding request of \$5,000,000. The remaining \$500,000 from CDBG not used as cash match for this grant, are also dedicated to the project. Amity's total estimated project cost is \$9,000,864. Until Amity has architectural drawings and a hard estimate, we cannot be 100% of the cost of the project. Amity will cover the remaining \$2,500,864 from Amity's capital budget over 3 years and will conduct additional fundraising, or pursue additional grant funds to cover the costs of this project.

**5. ARG REHAB OF PROPERTY PROJECT PROPOSAL BUDGET TABLE AND
BUDGET TABLE LINE ITEM DETAIL**

This ARG Rehab Project Budget Attachment is Section 5a of the official proposal and upon submission will be rated as such per the requirements set forth in the Request for Proposals (RFP). Applicants are solely responsible for the accuracy and completeness of the information entered into this budget.

Section 5a: ARG Rehab Project Budget Attachment

Applicant Name: Enter Applicant Name Here

Note: Do not enter information into the Budget Table. It will auto-populate when you complete the Budget Line Item Detail section below.

Budget Table

| Budget Line Item | A Grant Funds | B Cash Match | C Grant Total (A+B) | D Additional Funds | E Total Project Value (A+B+D) |
|--|---------------------|---------------------|---------------------------|-----------------------|-------------------------------------|
| 1. Administrative: Salaries and Benefits | \$ 33,949 | \$ 6,790 | \$ 40,739 | \$ 20,374 | \$ 61,113 |
| 2. Subcontracts | \$ 933,662 | \$ 186,731 | \$ 1,120,393 | \$ 560,359 | \$ 1,680,752 |
| 3. Architectural Planning | \$ 151,961 | \$ 30,393 | \$ 182,354 | \$ 91,203 | \$ 273,557 |
| 4. Additional Eligible Costs | \$ 3,879,317 | \$ 775,864 | \$ 4,655,181 | \$ 2,328,261 | \$ 6,983,442 |
| 5. Other | \$ 1,111 | \$ 222 | \$ 1,333 | \$ 667 | \$ 2,000 |
| TOTALS | \$ 5,000,000 | \$ 1,000,000 | \$ 6,000,000 | \$ 3,000,864 | \$ 9,000,864 |

Grant Funds for Administrative Salaries and Benefits (maximum 10%) cannot exceed: \$ 500,000

20% match requirement: Cash Match Total must be greater than or equal to: \$ 1,000,000

6. BUDGET DESCRIPTION

5b Budget Description: Amistad de Los Angeles Renovation Project

- 1. Administrative Salaries and Benefits** (not to exceed 10% percent of grant funds): Provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the line item of Subcontractors.

A. Grant Funds Requested: \$33,949

Narrative Detail: 1.0 FTE x \$80,000 (salary + benefits) x 3 years = \$240,000@ 12.73% = \$30,557 for the Amity Construction Manager position

1.0 FTE x \$80,000 (salary + benefits) x 3 years = \$240,000@ 12.73% = \$30,557 for the Amity Fiscal Manager position. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the \$5,000,000/9,000,864 x \$61,113 (rounded to whole number).

B. Cash Match Funds: \$6,790

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 (20% match) is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the \$1,000,000/9,000,864 x \$61,113 (rounded to whole number).

C. Grant Total (A + B): \$40,739

Additional Funds Contributing to the Overall Project: \$20,374

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be \$3,000,864/\$9,000,864 x \$61,113 (rounded to whole number).

D. Total Project Value (A + B + D) for Administrative Salaries & Benefits: \$61,113

2. **Sub-Contractors:** List all individuals or businesses with whom the grantee will contract to perform part or all of the obligations of the BSCC Grant Agreement. This line item shall include a “general contractor” with overall responsibility for part or all of the project and may also include other subcontractors as needed for the project.

A. Grant Funds Requested: \$933,662

Narrative Detail: This includes the costs for the General Contractor (General requirements, Supervision (includes all hiring documentation, prevailing wage, payroll, etc.); General Contractor Overhead and fee (4.2% of direct hard costs); Civil Engineering and Structural Engineering costs (calculated based on actual costs for a similar project); and Project Management by a subcontractor CRCD. This is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$1,680,752$ (rounded to whole number).

B. Cash Match Funds: \$186,731

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$1,680,752$ (rounded to whole number).

C. Grant Total (A + B) \$1,120,393

D. Additional Funds Contributing to the Overall Project: \$560,359

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$1,680,762$ (rounded to whole number).

E. Total Project Value (a + b + c) for Sub Contractor(s): \$1,680,752

3. **Architectural Planning:** Cost related to architectural plans and specifications that may include: outline specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings.

A. Grant Funds Requested: \$151,961

Narrative Detail: This includes all of the costs related to the development of architectural plans that includes full drawings that detail but are not limited to specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$273,557$ (rounded to whole number).

B. Cash Match Funds: \$30,393

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$273,557$ (rounded to whole number).

C. Grant Total (A + B): \$182,354

D. Additional Funds Contributing to the Overall Project: \$91,203

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$273,557$ (rounded to whole number).

E. Total Project Value (A + B + D) for Architectural Planning(s): \$273,557

4. Additional Eligible Costs: (See list of Eligible Costs (pgs. 4-5))

A. Grant Funds Requested: \$3,879,317

Narrative Detail: This includes all of the eligible construction costs associated with the project to include permitting and fees, concrete and demolition, carpentry, thermal moisture protection, roofing, door windows and glazing, finishes, flooring, painting, specialties, furnishings (blinds), special construction, plumbing, fire protection, HVAC, electrical (includes light fixtures and fire alarms) and liability insurance. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$6,983,442$ (rounded to whole number).

B. Cash Match Funds: \$775,864

Narrative Detail: This is cost is allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$6,983,442$ (rounded as needed to get whole number).

C. Grant Total (A + B): \$4,655,181

D. Additional Funds Contributing to the Overall Project: \$2,328,261

Narrative Detail: This is allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$6,983,442$ (rounded to whole number).

E. Total Project Value (A + B + D) for Additional Eligible Costs: \$6,983,442

5. Other (Travel): Itemize all costs associated with travel for one trip to Sacramento for grantee orientation.

A. Grant Funds Requested: \$1,111

Narrative Detail: This includes contingency fees based on hard costs, soft costs (all based on actual costs for a similar project) as well as the travel costs to Sacramento for three people to attend the required meeting. This cost is allocated/calculated on a proportional basis where the \$5,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$5,000,000/9,000,864 \times \$2,000$ (rounded to whole number).

B. Cash Match Funds: \$222

Narrative Detail: Allocated/calculated on a proportional basis where the \$1,000,000 match is divided by the total cost of \$9,000,864, then multiplied by the total line item cost. In this case, it would be the $\$1,000,000/9,000,864 \times \$2,000$ (rounded to whole number).

C. Grant Total (A + B): \$1,333

D. Additional Funds Contributing to the Overall Project: \$667

Narrative Detail: Allocated/calculated on a proportional basis where the remaining \$3,000,864 is divided by \$9,000,864 x the total line item cost. In this case, it would be $\$3,000,864/\$9,000,864 \times \$2,000$ (rounded to whole number).

E. Total Project Value (A + B + D) for Other: \$2,000

7. PROJECT ACTIVITY TIMELINE

Attachment A: Project Activity Timeline

Provide a timeline for the major activities to be accomplished or obstacles to be cleared in order to complete the three-year rehab project. Complete the table below indicating start and completion dates for each key event, including comments if desired.

| Key Events | Start Dates | Completion Dates | Comments |
|--|-------------------|-------------------|---|
| Environmental Reviews | In progress | Jan. 1, 2020 | We began this process |
| Architectural, design and engineering | Feb. 1, 2020 | June 1, 2020 | Creation of construction documents |
| Permitting | June 1, 2020 | December 1, 2020 | Plan Check |
| Bidding process for General contractor | December 1, 2020 | February 15, 2021 | Put project out for bid, review bids, select contractor and secure contract |
| Begin construction Phase 1 | February 16, 2021 | November 17, 2021 | Electrical Service upgrades and additional Residential bed space construction in Basement and 1 st floor |
| Begin construction Phase 2 | Nov. 18, 2021 | Sept. 18, 2022 | Remainder of all phases construction including Demolition, Mechanical, Electrical, plumbing, Carpentry, etc. |
| Cleanup, Final Inspections Final invoicing and payments to Sub-contractors. Certificate of Occupancy | Sept 18, 2022 | Dec. 19, 2022 | BSCC grant term end date. |
| | | | |
| | | | |
| | | | |
| | | | |

8. CERTIFICATION OF COMPLIANCE WITH BSCC POLICIES ON DEBARMENT, FRAUD, THEFT AND EMBEZZLEMENT (APPENDIX D)

General RFP Appendix D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

| AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.) | | | |
|--|-------------|------------------|--------------------|
| NAME OF AUTHORIZED OFFICER | TITLE | TELEPHONE NUMBER | EMAIL ADDRESS |
| Doug Bond | CEO | 213-400-4243 | dbond@amityfdn.org |
| STREET ADDRESS | CITY | STATE | ZIP CODE |
| 3655 South Grand Avenue #290 | Los Angeles | CA | 90007 |
| APPLICANT'S SIGNATURE (Blue Ink Only) | | | DATE |
| X  | | | 10/29/2019 |

9. VERIFICATION OF 501(C)(3) STATUS

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

REC'D SEP 11 2000

DEPARTMENT OF THE TREASURY

Date: JUN 16 2000

EPIDAUROS-AMITY FOUNDATION OF CALIF
PO BOX 713
PORTERVILLE, CA 93258-0713

Employer Identification Number:
77-0418201

DLN:
17053099755020

Contact Person:
GWENDOLYN S GILBOY ID# 31302

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
October 3, 1996

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

EPIDAUROS-AMITY FOUNDATION OF CALIF

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Steven T. Miller

Steven T. Miller
Director, Exempt Organizations

Letter 1050 (DO/CG)

Alex Padilla
California Secretary of State

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Sunday, October 27, 2019. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C1953746 EPIDAURUS

| | |
|--------------------------------------|---|
| Registration Date: | 11/27/1995 |
| Jurisdiction: | CALIFORNIA |
| Entity Type: | DOMESTIC NONPROFIT |
| Status: | ACTIVE |
| Agent for Service of Process: | JIME JOHNSON 107 N DEMAREE VISALIA CA 93291 |
| Entity Address: | 3750 S GRAND AVENUE LOS ANGELES CA 90007 |
| Entity Mailing Address: | 2202 FIGUEROA STREET #717 PBM LOS ANGELES CA 90007 |

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of November.

| Document Type | File Date | PDF |
|---------------|------------|-----|
| SI-COMPLETE | 02/26/2019 | |
| SI-COMPLETE | 01/17/2018 | |
| AMENDMENT | 07/14/2005 | |
| AMENDMENT | 07/23/1996 | |
| REGISTRATION | 11/27/1995 | |

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)[New Search](#)[Back to Search Results](#)

10. TITLE REPORT OF THE PROJECT PROPERTY

Updated



First American Title

First American Title Company

207 Goode Avenue, Suite 410
Glendale, CA 91203

California Department of Insurance License No. 151

Order Number: 5923823 (MP)

Title Officer: Michelle Pascual
Phone: (818)550-2517
Fax No.: (866)878-7977
E-Mail: michelle.pascual@firstam.com

Borrower: Epidaurus
Property: 3735, 3739 and 3745 South Grand Avenue
Los Angeles, CA 90007

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 11, 2019 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

ALTA Loan Policy 1056.06 (6-17-06)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Epidaurus, a California Non-Profit, Public Benefit Corporation

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

- 1. General and special taxes and assessments for the fiscal year 2019-2020.
 - First Installment: \$17,499.92, OPEN
 - Penalty: \$0.00
 - Second Installment: \$17,499.90, OPEN
 - Penalty: \$0.00
 - Tax Rate Area: 44-06658
 - A. P. No.: 5122-025-002

(Affects Parcel 1)

- 1A. General and special taxes and assessments for the fiscal year 2019-2020.
 - First Installment: \$2,992.60, OPEN
 - Penalty: \$0.00
 - Second Installment: \$2,992.59, OPEN
 - Penalty: \$0.00
 - Tax Rate Area: 44-06658
 - A. P. No.: 5122-025-024

(Affects Parcel 2)

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Water rights, claims or title to water, whether or not shown by the public records.
4. Covenants, conditions, restrictions and easements in the document recorded in Book 1997 of Deeds, Page 52, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955 (p)) or ancestry, to the extent such covenants, conditions or restrictions violate 42 U.S.C. § 3604(c), or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

(Affects Parcel 2)

5. A subsurface oil and gas lease, executed by Seymour Reich and Sylvia Reich, his wife as lessor and Standard Oil Company of California, a corporation as lessee, recorded June 16, 1961 as Instrument No. 5074, in Book M-792 Page 551 of Official Records, affecting the land lying below a depth of 500 feet from the surface thereof, without the right of surface entry.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

(Affects Parcel 1)

6. An easement for public street and incidental purposes in the document recorded March 3, 1982 as Instrument No. 82-233961 of Official Records.

Said easement was accepted for public use by a resolution

Executed by: City of Los Angeles
Recorded: May 26, 1983 as Instrument No. 83-593674

(Affects Parcel 2)

7. The terms and provisions contained in the document entitled "Covenant and Agreement" recorded April 7, 1982 as Instrument No. 82-364419 of Official Records.

(Affects Parcel 2)

8. The fact that the land lies within the boundaries of the Hoover Redevelopment Project Area, as disclosed by the document recorded May 12, 1989 as Instrument No. 89-769675 of Official Records.

(Affects Parcel 1)

9. A deed of trust to secure an original indebtedness of \$6,700,000.00 recorded March 25, 2004 as Instrument No. 2004-708892 of Official Records.

Dated: March 01, 2004
Trustor: Epidaurus, a California Non-Profit Public Benefit Corporation
Trustee: First American Title Insurance Company, California corporation
Beneficiary: California Statewide Communities Development Authority, a public entity of the State of California

According to the public records, the beneficial interest under the deed of trust has been assigned to UMB Bank, N.A., as Trustee by various assignments, the last of which was recorded August 28, 2014 as Instrument No. 2014-907729 of Official Records .

10. A deed of trust to secure an original indebtedness of \$8,500,000.00 recorded August 12, 2016 as Instrument No. 2016-960730 of Official Records.

Dated: None shown
Trustor: Epidaurus, a California Non-Profit Public Benefit Corporation
Trustee: American Securities Company, a Corporation
Beneficiary: Wells Fargo Bank, National Association

11. A document entitled "Assignment of Unrecorded Leases and Rents" recorded August 12, 2016 as Instrument No. 2016-960731 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded August 12, 2016 as Instrument No. 2016-960730 of Official Records.

12. A deed of trust to secure an original indebtedness of \$4,000,000.00 recorded October 2, 2018 as Instrument No. 2018-1003397 of Official Records.

Dated: September 15, 2018
Trustor: Epidaurus, a California Non-Profit Public Benefit Corporation
Trustee: Wells Fargo Financial National Bank
Beneficiary: Wells Fargo Bank, National Association

The above deed of trust states that it secures a line of credit. Before the close of escrow, we require evidence satisfactory to us that (a) all checks, credit cards or other means of drawing upon the line of credit have been surrendered to escrow, (b) the borrower has not drawn upon the line of credit since the last transaction reflected in the lender's payoff demand, and (c) the borrower has in writing instructed the beneficiary to terminate the line of credit using such forms and following such procedures as may be required by the beneficiary.

13. Rights of parties in possession.

Prior to the issuance of any policy of title insurance, the Company will require:

14. Statements of information from all parties to the transaction.

15. With respect to Epidaurus, a California Non-Profit Public Benefit, corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Hotel known as 3745 South Grand Avenue, Los Angeles, California.

(Affects Parcel 1)

2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Industrial known as 3735, 3739 South Grand Avenue, Los Angeles, California.

(Affects Parcel 2)

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Los Angeles, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 5122-025-002)

THE SOUTHEASTERLY 175.28 FEET (MEASURED AT RIGHT ANGLES) OF THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 13 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, BOUNDED SOUTHEASTERLY BY THE NORTHWESTERLY LINE OF GRAND AVENUE 80.00 FEET WIDE, BOUNDED SOUTHWESTERLY BY THE NORTHEASTERLY LINE OF 38TH STREET, FORMERLY 40TH STREET, 70 FEET WIDE, AS SHOWN ON THE MAP OF ZOBELINS GRAND AVENUE AND FIGUEROA STREET TRACT, RECORDED IN BOOK 9 PAGE 41 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND BOUNDED NORTHEASTERLY BY THE SOUTHWESTERLY LINE OF THE RINDGE TRACT, AS PER MAP RECORDED IN BOOK 72 PAGE 17 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2: (APN: 5122-025-024)

LOT 19 OF THE RINDGE TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 72 PAGE 17, MISCELLANEOUS RECORDS OF SAID COUNTY.

APN: 5122-025-002 and 5122-025-024

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | <u>Your Deductible Amount</u> | <u>Our Maximum Dollar Limit of Liability</u> |
|------------------|---|--|
| Covered Risk 16: | 1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less) | \$10,000 |
| Covered Risk 18: | 1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less) | \$25,000 |
| Covered Risk 19: | 1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less) | \$25,000 |
| Covered Risk 21: | 1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less) | \$5,000 |

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

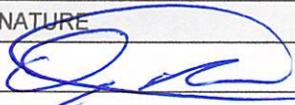
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

11. PRELIMINARY INFORMATION FOR NOTICE OF EXEMPTION FORM (APPENDIX C)

General RFP Appendix C: Preliminary Information for Notice of Exemption

| | | | |
|---|------------|--|-------------|
| PROJECT TITLE: | | | |
| Amistad de Los Angeles Renovation | | | |
| PROJECT LOCATION: | | | |
| STREET ADDRESS | | | |
| 3745 S. Grand Avenue | | | |
| CITY | STATE | ZIP CODE | COUNTY |
| Los Angeles | California | 90007 | Los Angeles |
| DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT: | | | |
| <p><u>Nature of Project:</u> Rehabilitation of existing facilities to ensure the housing and community space is safe, sanitary and habitable for housing individuals with histories of incarceration California Department of Corrections and Rehabilitation state prisons. <u>Scope of work</u> includes the renovation/rehabilitation of a 4-story hotel building (Brick House), with 69 existing bedrooms and bathrooms. The bedroom and bathroom floorplans will remain the same. The plumbing, mechanical and electrical systems will be replaced. All interior doors and windows will also be replaced. Life Safety systems will be updated and improved, including the fire alarm system. A/C will be added to the building. The basement will be redesigned and 3 bedrooms, a community restroom and shower will be built in the basement. The janitorial closets will be updated. The unused community restrooms on each floor will be converted to electrical and storage rooms. Floor coverings will be installed. The premises will be painted, including painting in hallways and stairwells. (See the attached Scope of Work for further detail)</p> <p><u>Purpose:</u> The purpose of Amity's ARG Rehab of Property proposal is to improve an existing property to increase the capacity and standard of housing for individuals with histories of incarceration from state prison.</p> <p><u>Beneficiaries:</u> Amity Foundation currently serves the reentry population including individuals with histories of incarceration from state prison. Expanding both quantity and quality of housing for this population promotes successful reentry, reduces the likelihood of recidivism and improves public safety, particularly in light of the affordable housing crisis in Los Angeles.</p> | | | |
| EXEMPT STATUS (CHECK ONE): | | | |
| <input checked="" type="checkbox"/> Categorical Exemption. State type and section number: 14 Cal Code Regulations 15301 Existing Facilities | | <input type="checkbox"/> Statutory Exemption. State code number: | |
| REASONS WHY PROJECT IS EXEMPT: | | | |
| The project is exempt because it is the rehabilitation of existing facilities owned by a private nonprofit corporation, operated as a licensed residential treatment facility and community correctional facility that involves no expansion of an existing use. | | | |
| NAME | | TITLE | |
| Doug Bond | | CEO | |
| SIGNATURE | | | DATE |
|  | | | 10/29/2019 |

12. GOVERNING BOARD RESOLUTION

Epidaurus DBA Amity Foundation
Board of Directors Meeting Minutes, January 19th, 2018
10500 E. Tanque Verde Rd, Tucson, Arizona

Board Members Present: Jennifer Bond, Rod Mullen, Robin Rettmer, David Huerta, Don DeVito, Beth Stokes, Doug Bond, Greg Matthews, Sasha Itzikman

Board Members Absent: Alfred Urbina, Dr. Griffith.

Others in Attendance: Naya Arbiter, David Crawford, Janet Markins, Tom Jernigan

945 AM: Ms. Bond calls the meeting to order. Ms. Arbiter introduces a short video of Ysaye Barnwell's Building a Vocal Community Workshop at Amistad de Los Angeles

Ms. Bond commends Mr. Mullen, Naya, all board members and all Amity faculty for their hard work and accomplishments; expresses optimism about Amity's movement in the direction of increased financial strength and excitement that Ms. Stokes will be the new board chair.

Mr. DeVito moves to adopt the previous meeting's minutes:

Mr. Huerta moves to second the motion;

Voted and approved unanimously.

Ms. Bond moves to re-elect to Epidaurus Board of directors Ms. Jennifer Bond, Mr. Rod Mullen, Ms. Robin Rettmer, Mr. Alfred Urbina, Mr. David Huerta, Mr. Don DeVito, Ms. Beth Stokes, Dr. John Griffith, Mr. Doug Bond, Ms. Sasha Itzikman, and Mr. Greg Matthews.

Mr. DeVito moves to second the motion;

Voted and approved unanimously.

Ms. Bond moves to elect Ms. Stokes as Board Chair, re-elect Mr. Mullen as President and CEO, and elect Mr. Bond Executive Vice President.

Mr. Mullen moves to second the motion;

Voted and approved unanimously.

Ms. Stokes expresses gratitude and endorsement for Mr. Bond, as well as other board members and their support during his transition.

Ms. Stokes and Ms. Bond discuss committee assignments:

Finance/Audit is Mr. Matthews and Dr. Griffith, Mr. Bond,

Ad hoc transition: Mr. DeVito, Dr. Griffith.

Outreach, community engagement and development Committee: Ms. Itzikman, Mr. Huerta, Ms. Bond, Mr. Urbina, Mr. DeVito, Ms. Rettmer, Ms. Arbiter.

Governance: Ms. Stokes, Mr. Mullen, Ms. Rettmer, Mr. Bond.

Motion: JB to adopt these committees GM 2nd passes

Board discusses what other committees may be necessary or not, and overall advantages of creating committees, such as executive committee or advisory/mentoring committee.

Mr. Mullen states the need to define CEO's authority regarding binding the organization.

Mr. Mullen reads text of motion, as shown below

Mr. Mullen and board discuss the meaning of "extraordinary matters" with regard to defining an exact amount triggering the definition of extraordinary and setting up various levels of authority to bind the corporation contractually. Mr. Crawford states that motion as presented is as well defined as it should be.

Mr. Mullen moves that:

The Chief Executive Officer, and/or Executive Vice President (if one has been designated by the Board) has the authority to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. It is incumbent upon the CEO to keep the Board informed of extraordinary matters, outside the regular operations of the corporation, and to have the approval of the Board, or the Chairperson of the Board if so authorized by the full Board, prior to using his/her authority in extraordinary matters. No other officer, agent, employee, or other person purporting to act on behalf of the corporation shall have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount, unless that person was acting with authority duly granted by the board of directors, or unless an unauthorized act was later ratified by the corporation.

Any officer of the corporation is authorized to endorse checks, drafts, or other evidences of indebtedness made payable to the corporation, but only for the purpose of deposit, and all checks, drafts, and other instruments obligating the corporation to pay money, including instruments payable to officers or other persons authorized to sign them, shall be signed on the corporation's behalf by the Chief Executive Officer, Executive Vice President, Chief Financial Officer or Controller.

Mr. DeVito moves to second the motion;

Voted and passed unanimously.

Mr. Mullen distributes the attached Executive Council org chart, and discusses the value of having more than one capable person in upper level leadership and distribution of organizational knowledge. States that Amity has largely always had an executive council, to keep the balance of financial strength and fidelity to mission. Ms. Rettmer expresses that council will be helpful in balancing each other and finding the most human course of action in various situations. Ms. Arbiter states that nonprofits are in danger when they are expanding and turning over faculty, losing the depth of knowledge and institutional memory that older faculty possess. Ms. Arbiter adds that there is a specific need to develop young women who are confident and well versed in many settings including in-prison communities.

11:10 AM: Mr. Mullen asks the board to address Mr. Bond in a closed session;

Mr. Mullen, Ms. Rettmer, Ms. Arbiter, Mr. Crawford, Ms. Markins, and Mr. Jernigan depart for the duration of the closed session.

12:30 PM: The Board takes lunch in Bear Hall;

1:15 PM: The Board reconvenes;

Ms. Stokes states that the board is comfortable with the proposed structure handed out as the org chart, to revisit at the July Board Meeting. Board is comfortable with the exec council, but would like Mr. Bond placed between board and council as a single point of accountability. Mr. Mullen agrees with this arrangement of the org chart. Mr. Bond thanks the board for providing feedback on this structure as it is presented.

Mr. Mullen begins discussion of finances, stating that while California is now doing well, Circle Tree Ranch has grown slowly despite its potential to produce an operational surplus. Mr. Mullen speaks of the importance of CTR as the agency's training center, with the opportunity to try new ideas due to diversified funding sources, while CA contract requirements are more rigid. Mr. Bond introduces Mr. David Crawford to the board and commends his work with financial and HR departments, along with acknowledging Ms. Adrineh Terantonians who is helping with HR in California. Mr. Bond states that marketing investment in AZ has paid off, enrollments from private insurance have increased significantly in the last month. Working with Gerald Turner on funding sources for Dragonfly Village has been productive so far in the pursuit of redefining DFV as veterans' permanent housing/VASH over the next year and be at break-even with DFV as a whole. Mr. Bond speaks on training deficit as CA services expand, with 50 new hires anticipated this July. Increased MCRP population to 150 men, Vista has opportunity for diversifying funding to include MediCal which would entail significant changes and renovations. Mr. Mullen states we will need to have our insurance coverage at the level of industry standard if applying for MediCal. Total would be 30 beds, with more of an opportunity to insist on high fidelity to the Teaching Community model. Other new projects include women with children in LA, looking at taking over reentry beds from GEO in LA as well. Instituting a long training period for prison faculty. Mr. Mullen relates the story of developing outcome studies with Harry Wexler on Amity prison projects, and how we are working closely with Scott Kernan to influence policy in favor of practices which lead to better outcomes. New Mexico, looking to expand into Medicaid funding since the SAMHSA grant may

eventually not get renewed. The board discusses what we already have as far as impact studies and how we can obtain new ones.

Mr. Matthews presents for the finance committee; begins with noting the balancing act between financial strength and fidelity to mission. Mr. Matthews states that the board wants transparency and ability to ask relevant financial questions. Relates that he, Mr. Bond and Mr. Crawford met before the meeting and went over financials in great detail. Mr. Crawford goes over the financials packet, showing upward trend overall and generally tracking with earlier predictions. Ms. Itzikman asks how admin costs are factored in; Mr. Crawford states it should not be a cost center on paper, and its costs distributed to other cost centers based on who is being served.

2:10 PM:

Ms. Bond departs.

Mr. Crawford states that we get prepayment 25% on CA contracts, but then have to pay it back later in the year. Ms. Itzikman asks for an 18 month budget actual and projection; Mr. Bond states that one is available. Mr. Crawford projects that overall, we are exceeding required debt ratio even in worst case scenario. Recommends increasing line of credit to 70-80% of AR. Relates the struggle of getting new employee insurance with our previous broker not doing due diligence, current plan was extended by 1 month until February while Amity looks for new provider.

Ms. Stokes moves that the funds from the sale of the office at 262 North 2nd Street, Porterville, CA 93257 be placed in Mr. Mullen's retirement account;

Mr. Matthews moves to second the motion;

Voted and passed unanimously.

Ms. Rettmer talks about Men's faculty training workshops, women's training workshops in LA. Expanded communities served through word of mouth; received new tribal referrals from Mandan, Hidatsa, & Arikara Nations in ND. Hosted Dr. Ysaye Barnwell's Building a Vocal Community Workshop for student and faculty immersion training. MacArthur Foundation – Pima County Safety and Justice grant, 12 DVD series project. Ongoing work on AZ fingerprinting issue, legislation is in effect but AZDHS is still in the process of updating BH licensure rules to reflect the change in the law. Ms. Arbiter talks about doing comparison studies on prison campuses, major area of need is to make our health insurance more attractive to insurers as a group, through healthy activities, avoiding disease, etc. Training new faculty for restorative justice and non-objectifying therapeutic relationships is also a huge need.

Mr. Mullen mentions that the Board has a fiduciary responsibility, but the quality of services is much harder to define in hard numbers. The members of the board who are familiar with the model and the mission are obligated to be realistic in their assessment of how the fidelity is being increased or not.

Board discusses the next board meeting dates, eventually agreeing on the 22nd of June in San Diego, and subsequently the 3rd week of October in Albuquerque.

3:00 PM:

Mr. Matthews moves to adjourn:

Mr. Mullen moves to second the motion;

Voted and passed unanimously;

Meeting adjourns.

I certify that these minutes are a true reflection of the discussion and motions of this Board meeting.



Robin Rettmer, Secretary



Date