

**CITY OF COSTA MESA
SUBRECIPIENT AGREEMENT
WITH FAMILIES FORWARD, INC.
FOR PILOT TENANT-BASED RENTAL ASSISTANCE PROGRAM
UTILIZING HOME PROGRAM FUNDS**

THIS SUBRECIPIENT AGREEMENT (the “**Agreement**”) is made and entered into as of November 17, 2020 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa California 92626 (the “**City**”), and FAMILIES FORWARD, INC., a California nonprofit corporation having its principal office at 8 Thomas, Irvine California 92618 (the “**Subrecipient**”).

WHEREAS, the City is a “participating jurisdiction” under the HOME Investment Partnerships Program (“**HOME**” or “**HOME Program**”) and receives HOME funds from the U.S. Department of Housing and Urban Development (“**HUD**”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the “**Act**”) and 24 CFR Part 92; and

WHEREAS, the purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households; and

WHEREAS, among the eligible uses of HOME is the provision of tenant based rental assistance (“**TBRA**”); and

WHEREAS, in response to the coronavirus (“**COVID-19**”) pandemic, HUD has authorized statutory suspensions and regulatory waivers in the memorandum, “*Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic*,” issued on April 10, 2020, as amended (the “**April 2020 TBRA Memo**”) to allow participating jurisdictions to provide emergency TBRA to eligible individuals or families experiencing financial hardship due to economic effects of the COVID-19 pandemic; and

WHEREAS, the City has determined it will use HOME funds to operate a Pilot TBRA program to assist eligible very low and extremely low-income families to pay rent and other eligible housing costs (the “**Program**”); and

WHEREAS, the City has identified Families Forward, Inc. as an eligible “subrecipient” (as such term is defined in 24 CFR 92.2) capable of administering the Program on behalf of the City; and

WHEREAS, the Costa Mesa City Council has authorized the award of HOME funds to Subrecipient for the purpose of establishing and operating the Program.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the City and Subrecipient agree, for themselves and for their respective successors and assigns, as follows:

SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES

1.1 Program Description.

As further described herein and in the City's Scope of Work, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide rental assistance to eligible very low and extremely low-income families who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

1.2 City Role & Responsibilities.

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92, as modified by the suspensions and waivers issued by HUD in the April 2020 TBRA Memo, to the extent such suspensions and waivers apply. This will include, but not be limited to, the following:

1.2.1 Program Design. Furnishing the Subrecipient with the Scope of Work and any other Program requirements, including any future changes to HOME regulations or HOME Program guidance issued by HUD;

1.2.2 Environmental Review. Completing necessary environmental reviews and/or determinations pursuant to 24 CFR 92.352 and 24 CFR 58;

1.2.3 IDIS Setup, Drawdown, and Completion. Entering project setup, drawdown, and completion information along with associated reporting in HUD's Integrated Disbursement and Information System ("IDIS"); and

1.2.4 Subrecipient Monitoring. Completing remote and on-site monitoring reviews of the Subrecipient's operation of the Program.

1.3 Subrecipient Role & Responsibilities

Subrecipient is responsible for the implementation of the Program, including interaction with applicants to the Program, TBRA recipients, and participating property owners. In all cases, Subrecipient will implement the Program in compliance with the City's requirements and all applicable federal requirements. In no case will the Subrecipient be considered the "responsible entity" for environmental reviews required under 24 CFR 58. In its role, Subrecipient will:

1.3.1 Marketing. Market and advertise the Program pursuant to the HUD's Affirmative Fair Housing Marketing Plan and in accordance with the requirements in 24 CFR 92.351, including the requirements to: (i) identify those portions of the population of the City that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities;

1.3.2 Application Intake. Develop needed application materials and establish and implement an application process in accordance with the City's requirements;

1.3.3 Screening. Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92, as modified by the suspensions and waivers in the April 2020 TBRA Memo or approved by HUD, to the extent such suspensions and waivers are applicable, to establish applicants' eligibility for the Program and notify applicants of their status;

1.3.4 Program Orientation. Provide individual orientations to TBRA recipients and participating property owners explaining the Program requirements;

1.3.5 Inspections. Inspect units to ensure that such units meet the Program's property standards, including but not limited to conducting visual assessments of potential lead-based paint hazards in any properties constructed prior to 1978 in accordance with 24 CFR Part 35;

1.3.6 Program Policies. Apply the City's requirements identified in the Scope of Work, including any updates thereto provided by the City pursuant to the notice provisions in Section 5.2 of this Agreement, ensuring that individual TBRA awards meet all HOME and Program requirements; and

1.3.7 Management of TBRA Recipient and Property Owner. Address questions, concerns, or disputes between TBRA recipients and property owners, provide clarifications of the City's requirements, federal requirements, and HOME requirements, and otherwise work with TBRA recipients and owners to ensure effective and compliant delivery of assistance.

SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS

2.1 HOME Award

As part of this Agreement, the City is providing up to \$140,000.00 in HOME funding for project expenses (i.e. direct costs of assisting TBRA recipients) and up to \$10,000.00 in HOME funding for allowable administrative expenses. HOME funding shall be used to provide monthly rental and utility assistance to or on behalf of TBRA recipients and, as applicable, security deposit and/or utility deposit assistance to TBRA recipients entering a new unit, in accordance with federal requirements, this Agreement, the City's requirements, and the April 2020 TBRA Memo, to the extent applicable.

2.2 Term

The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year, ending on November 16, 2021. The term may be extended for up to one (1) year upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

2.3 Anticipated Production

The City and Subrecipient anticipate at least ten (10) eligible individuals or families will receive assistance under this Agreement. Subrecipient anticipates providing rental assistance to each household for a period of three (3) to six (6) months. Subrecipient may provide assistance to a household beyond such period, provided that all HOME and Program requirements are met.

2.4 Project Completion Deadlines

The Subrecipient must provide the City with all necessary project information (i.e. specific TBRA recipient information) for entry into IDIS within sixty (60) days of the last payment made pursuant to this Agreement.

2.5 Program Income

City and Subrecipient acknowledge and agree that the design of Program does not anticipate the receipt of “**Program Income**,” as defined in 24 CFR 92.2, by the Subrecipient. Notwithstanding, in the event that any Program Income is received by the Subrecipient, Subrecipient will promptly remit same to the City.

2.6 Disbursement of Funds

Subrecipient must remit disbursement requests (or, in the case where no reimbursement is due, a report explaining inactivity) at least quarterly and may request payments no more than once per month. In all cases, Subrecipient is prohibited from requesting HOME funds from the City until such funds are needed to pay HOME-eligible costs. Requests for disbursements are limited to the amount needed at the time of such request.

2.6.1 Reimbursement Basis

The City will provide HOME funds to the Subrecipient for Program costs on a reimbursement basis only.

2.6.2 Project Costs

To request payment of allowable costs (i.e. rental or utility assistance), Subrecipient shall submit copies of records demonstrating payment by the Subrecipient (e.g. copies of checks).

All requests for project-specific soft costs must be supported by (i) time-sheet documentation for any costs associated with Subrecipient staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.).

2.6.3 Administrative Costs

Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with Subrecipient staff, invoices for any third-party costs, and/or other similar documentation. Any travel expenses charged (e.g. mileage, per diems, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474.

2.6.4 Final Payment

Subrecipient shall submit a final payment request no later than thirty (30) days following the end of the Term of this Agreement, consistent with Section 2.2 of this Agreement.

SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS

3.1 Applicability of Uniform Administrative Requirements

In performing under this Agreement, Subrecipient agrees to comply with all applicable provisions contained in 2 CFR Part 200. Subrecipient agrees to comply with the provisions of 2 CFR 200.305 as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

3.1.1 Procurement. Standards and procedures consistent with 2 CFR 200.318 through 200.326 related to the procurement of property or services with HOME funds;

3.1.2 Audit. The requirement under 2 CFR 200.501 that the Subrecipient must obtain a single- or program-specific audit if, during any given Subrecipient fiscal year, Subrecipient expends more than \$750,000 in federal funds; and

3.1.3 Cost Principles. The cost principles included in 2 CFR 200 Subpart F, including that any costs charged to HOME be supported by adequate documentation, allocable to the program, necessary, and reasonable.

3.2 Administrative Funding

Within the funding limit provided in Section 2.1, Subrecipient may use HOME funds for administrative expenses associated with operating the Program. Eligible administrative costs include costs associated with activities described in the general management oversight and coordination requirements at 24 CFR 92.207(a) to the extent that such activities are allowable under this Agreement. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed; and conducting required unit inspections.

3.2.1 Treatment of Income Determination and Inspection Costs

Pursuant to 24 CFR 92.209(a), the Subrecipient may also use HOME project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants.

Alternatively, the costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants, in whole or to the extent they exceed the limit established herein, may be charged as an administrative cost, provided that in no case may a single item of cost be charged both as an administrative expense and as a project-related soft cost as provided for herein.

3.3 Reversion of Assets

Upon receipt of the final payment by the City under this Agreement and after payment by the Subrecipient of any final eligible costs under this Agreement, the Subrecipient must transfer to the City any remaining HOME funds on hand and any accounts receivable attributable to the use of HOME funds to the City.

3.4 Compliance with Other Federal Requirements

Subrecipient must comply with all applicable federal requirements, including those listed in 24 CFR Part 92, Subpart H and 24 CFR Part 5, Subpart A, and the nondiscrimination requirements of section 282 of the Act, as amended. This includes, but is not limited to, compliance with:

3.4.1 Equal Opportunity and Fair Housing. In accordance with 24 CFR 92.350 and 92.351, no person shall on the ground of race, color, religion, sex, disability, familial status, national origin, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program activity funded in whole or in part from HOME funds. In addition, Subrecipient shall develop and operate the Program in accordance with the requirement contained in 24 CFR 5.105, including but not limited to the following requirements:

- (a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- (b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;
- (c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- (d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135;
- (e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- (f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- (g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries

regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

3.4.2 Lobbying Disclosure Requirements. In accordance with the requirements of 24 CFR Part 87, the Subrecipient certifies, to the best of its knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- (d) Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3.4.3 Drug-Free Workplace. The drug-free workplace requirements of 2 CFR Part 2429 and City's Council Policy No. 100-5, attached hereto as Exhibit "C" and incorporated herein.

3.4.4 Debarred or Suspended Entities. By signing this Agreement, Subrecipient certifies that it is not presently listed by any federal agency as debarred, suspended, or proposed for debarment from any federal contract activity. If during the term of this Agreement this information changes, Subrecipient shall notify City without delay. Such notice shall contain all relevant particulars of any debarment, suspension, or proposed debarment. Further, in carrying out its responsibilities hereunder, Subrecipient will not employ, contract with, or otherwise make use of subcontractors, service providers, Subrecipients, or any other party that is debarred, suspended, or proposed for debarment from any federal contract activity.

3.4.4 Environmental Review. While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a

specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.

3.4.5 Lead Based Paint. Subrecipient will ensure that all assisted units in properties which were originally constructed prior to 1978 pass a visual assessment pursuant to the requirements of 24 CFR 35.

3.4.6 Conflict of Interest. Pursuant to 24 CFR 92.356, no employee, agent, Subrecipient, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a “**Covered Person**,” that exercises or has exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-assisted activities, is eligible to receive HOME assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2 CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

3.4.7 Subrecipient Activities. Subrecipient will comply with the reasonable rate of compensation requirements in accordance with 24 CFR 92.358.

3.4.8 Faith-Based Organizations. Faith-based organizations are eligible to participate in the HOME program on the same basis as any other organization but must comply with the requirements of 24 CFR 5.109.

3.5 VAWA Regulations

The City and Subrecipient both acknowledge and agree that each are subject to the requirements of 24 CFR 92.359 and 24 CFR 5, Subpart L, which implements provisions of the Violence Against Women Reauthorization Act of 2013 (VAWA). Subrecipient also agrees to follow and implement the applicable VAWA requirements required by 24 CFR 92.359(g), for all applicants to the Program, and all TBRA recipients for the period that tenant based rental assistance is provided. Moreover, the Subrecipient agrees that all leases that are approved by the Subrecipient shall contain a VAWA lease term/addendum, as described in 24 CFR 92.359(e).

3.6 Recordkeeping

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, records required by the April 2020 TBRA Memo, to the extent applicable, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including

HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "**GAO**"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees. Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

3.6.1 General Administrative and Financial Records.

- (a) Information about contractors, vendors, and other service providers to include, but not necessarily be limited to, verification of non-debarment and suspension, verification of qualifications and experience, legally binding contracts and agreements, invoices and payment records, and related correspondence (see 24 CFR Part 24 and 2 CFR Part 2424);
- (b) Financial information including, but not necessarily limited to, audits and related correspondence, accounting and financial records, indirect cost analyses, and internal controls and reconciliations;
- (c) Financial records identifying the source and use of funds for each person assisted under the Program pursuant to this Agreement, as well as well as underlying documentation (e.g. timesheet records, invoices/receipts, proof of payment, etc.) for all costs charged to HOME;
- (d) Records demonstrating compliance with the Uniform Administrative Requirements of 2 CFR 200, as applicable.

3.6.2 TBRA Recipient Records. TBRA recipient records in accordance with 24 CFR 92.508(a)(3) that demonstrate that each HOME-assisted tenant met the requirements of the HOME program, including but not limited to:

- (a) Full descriptions of each tenant or family assisted with Program funds, including the location (address of each unit) and the form of TBRA assistance (e.g., rental assistance, utility assistance, etc.);
- (b) The source and application of funds for each TBRA recipient, including supporting documentation in accordance with 2 CFR 200.302; and records to document the eligibility and permissibility of the TBRA recipient's costs;
- (c) Records, consistent with the Program Guidelines, demonstrating that each TBRA-assisted unit meets the Program's property standards;
- (d) Records demonstrating that each assisted tenant or family is income eligible in accordance with 24 CFR 92.203, as modified by the April 2020 TBRA Memo, to the extent applicable;
- (e) Copies of all agreements between the Subrecipient and TBRA recipients and their property owners.

3.6.3 Records of Other Federal Requirements. Other records that include documentation of compliance with other federal requirements in accordance with 24 CFR 92.508 that includes the following requirements to the extent applicable to the Program:

- (a) Documentation of Subrecipient's efforts to affirmatively further fair housing, including both marketing efforts and records on the extent to which each racial and ethnic group and single-headed households (by gender of household head) applied for, participated in, or benefited from the Program;
- (b) Records concerning lead-based paint in accordance with 24 CFR Part 35;
- (c) Records related to compliance with the VAWA provisions of 24 CFR 92.359, including but not limited to evidence proper notices were provided to applicants and TBRA recipients and summaries of requests for VAWA protections and actions taken;
- (d) Records supporting any requests for exceptions to the conflict of interest provisions in accordance with 24 CFR 92.356; and
- (e) Records required by the April 2020 TBRA Memo for the waivers and suspensions used by the Program, to the extent applicable.

3.7 Record Retention

All Program records shall be maintained by the Subrecipient for a minimum of five (5) years beyond the final payment under this Agreement. Notwithstanding, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have commenced before the expiration of the retention periods outlined, such records must be retained until completion of the actions and resolution of all issues, or the expiration of the retention period, whichever occurs later.

3.8 Reporting Requirements

The Subrecipient agrees to submit any and all reports required by the City or HUD within thirty (30) days of the City or HUD's request. The Subrecipient will provide updates on Program implementation to the City on a monthly basis. Using forms approved by the City, such reports shall be submitted in both hard-copy and electronically, and will include information on the marketing and startup of the Program, number of applications received, challenges or concerns about implementation, and estimates of the timing of upcoming commitments and expenditures of HOME funds.

The City reserves the right to unilaterally alter, supplement, or otherwise modify the frequency, content, or form of delivery of required reports as needed to maintain adequate oversight of the Program, address changes to HOME regulations, or to address findings related to noncompliance by the Subrecipient.

SECTION 4: DEFAULT, REMEDIES, AND TERMINATION

4.1 Default

The following are considered a default by the Subrecipient under this Agreement:

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;
- (b) Subrecipient refuses or fails to proceed with the work and tasks contemplated in this Agreement in accordance with such diligence as will ensure their completion within the time fixed by the schedule set forth in this Agreement;
- (c) Material noncompliance with any applicable HOME regulatory requirements in 24 CFR Part 92 or any other applicable federal requirements; or any applicable State or local law, regulation, ordinance, or requirement related to the Program; and
- (d) Dissolution or other termination of existence; insolvency; forfeiture of right to do business in the State of California or business failure; appointment of a receiver of any part of the Subrecipient's property; the calling of any meetings of, or the assignment for the benefit of, creditors of the Subrecipient; or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Subrecipient which are not dismissed within 60 days.

4.2 Remedies

In the event of default by Subrecipient hereunder, which is not cured within ten (10) days of the mailing of written notice by the City as described in Section 5.4, the City may seek any combination of the following remedies:

- (a) Suspend payments under this Agreement pending the correction of a default or deficiency;
- (b) Disallow part or all of any of the Program or cost hereunder which is not in compliance with this Agreement, the City's requirements, applicable federal requirements, or HOME regulations;
- (c) Suspend, in whole or part, this Agreement pending correction; or, following any cure period provided by the City, terminate this Agreement for cause as provided in 2 CFR 200.339;
- (d) Recommend to HUD that it initiate suspension or debarment proceedings as authorized under 2 CFR Part 180;
- (e) Take any other action available under 2 CFR 200.338;
- (f) Require the repayment of previously disbursed HOME funds for questioned costs;
- (g) Require Subrecipient to participate in training or technical assistance; and
- (h) Make use of any other remedies that may be legally available to the City.

4.3 Termination for Convenience

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with TBRA recipients following receipt of such notice. Subrecipient shall further provide final

reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

SECTION 5: ADDITIONAL PROVISIONS

5.1 Fees to TBRA Recipients Prohibited

Subrecipient is prohibited from charging application or other fees for the purpose of covering costs of administering the Program.

5.2 Notice

Except in the case of a notice of default, which must be delivered via mail or delivery service, the City may issue written notices as required or anticipated herein to the Subrecipient via email, mail, delivery service, or in person as may be appropriate. Notices delivered via electronic means or in person will be deemed delivered on the same day. Notices delivered via mail or delivery service shall be deemed delivered two (2) days after being placed in the United States mail or delivery service, postage pre-paid, addressed to the Subrecipient as follows:

Families Forward, Inc.
8 Thomas
Irvine, CA 92618
Attn: Madelynn Hirneise, CEO

Notices due the City shall be in writing and may be delivered via email, mail, delivery service, or in person as may be appropriate. Notwithstanding, a notice of default to the City must be delivered via certified mail with return receipt requested and shall be deemed delivered upon signature of the City's representative identified below. Notices to the CITY should be addressed as follows:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Susan Price, Assistant City Manager

5.3 City Liability

The City shall have no liability except as specifically provided in this Agreement. The City, by execution of this Agreement, assumes no liability for damages caused to persons or property by reason of Subrecipient providing goods or services herein or for injury to any employee, agent or subcontractor of the Subrecipient performing under this Agreement.

5.4 Indemnification

Subrecipient shall indemnify, defend, and hold free and harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, suits or other legal proceedings brought against City, its elected officials, officers, employees, agents and volunteers, arising out of or relating to the performance of this Agreement by Subrecipient, its officers, employees, agents, volunteers and/or subcontractors.

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

5.5 Insurance

5.5.1 Minimum Scope and Limits of Insurance. Subrecipient shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Subrecipient agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Subrecipient for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Subrecipient shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.5.2 Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Subrecipient pursuant to its contract with the City; products and completed operations of the Subrecipient; premises owned, occupied or used by the Subrecipient; automobiles owned, leased, hired, or borrowed by the Subrecipient."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Subrecipient's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Subrecipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.5.3 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.5.4 Certificates of Insurance. Subrecipient shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5.5 Non-Limiting. Nothing in this section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Subrecipient may be held responsible for payments of damages to persons or property.

5.8 Compliance with all Laws

Subrecipient shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Subrecipient shall further comply with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

5.9 Independence of Subrecipient

Nothing in this Agreement shall be deemed or construed to represent that Subrecipient, or any of Subrecipient's employees or agents, are the agents, representatives, or employees of the City. Subrecipient acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides the City with the right to direct Subrecipient in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.

5.10 Binding Effect; Assignment

This Agreement is binding on the City and Subrecipient, and their respective successors and assigns. Subrecipient shall not assign or transfer its interest in this Agreement without the prior written approval of City which shall be in the City's sole and exclusive discretion.

5.11 Amendments

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties. Notwithstanding, in the event that (i) HUD imposes new or modified requirements in the HOME Program through regulation, administrative notice, publication, or other notice, or (ii) HUD specifically identifies violations of HOME program requirements pertaining to this Agreement or the Program undertaken hereunder, Subrecipient agrees to comply with any new or modified requirements to ensure this Agreement and the activities hereunder remain in or are brought into compliance with such requirements. The City shall provide prompt notice to the Subrecipient of any such modifications. Subrecipient further agrees to execute an amendment to modify the terms of this Agreement in such manner as necessary to formally reflect and implement new HOME requirements or correct identified deficiencies.

5.12 Interpretation; Entire Agreement

This Agreement is the sole agreement between the two parties, and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by the City. The City's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and the City reserves the right to resolve the conflict and determine the Subrecipient's compliance with such provisions.

5.13 Applicable Law

This Agreement shall be construed and interpreted in accordance with California law. In the event of legal action resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of California shall have jurisdiction and that the proper forum for such action shall be in Orange County, California.

5.14 Headings & Pronouns

The headings in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine, or neutral gender, shall include all other genders, and singular nouns used herein shall include the plural and vice versa.

5.15 Construction

The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.16 Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5.17 Signature Authority

The persons executing this Agreement on behalf of City and Subrecipient warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so City and Subrecipient are formally bound to the provisions of this Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the City and Subrecipient have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

SUBRECIPIENT

_____	Date: _____
Signature	

[Name and Title]	
33-0086043	

Federal Tax ID Number	
61-009-3825	

DUNS Number	

CITY OF COSTA MESA

_____	Date: _____
Lori Ann Farrell Harrison	
City Manager	

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

_____	Date: _____
Kimberly Hall Barlow	
City Attorney	

APPROVED AS TO INSURANCE:

_____	Date: _____
Ruth Wang	
Risk Management	

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
SCOPE OF WORK

I. BACKGROUND

A. Purpose of Request for Proposals (RFP)

The City of Costa Mesa (City) is to implement a pilot Tenant Based Rental Assistance (TBRA) program with Home Investment Partnership Grant (HOME) funds. The objective of the TBRA program is to assist qualified, very low-income households, who are current residents of Costa Mesa (or households who have strong community ties to Costa Mesa), to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.¹ All persons assisted through the HOME funds must meet the income requirements issued by the U.S. Department of Housing and Urban Development (HUD).

The purpose of this RFP is to solicit the interest of qualified nonprofit and for-profit agencies who are experienced and interested in providing a turnkey TBRA program to assist eligible Costa Mesa residents (clients) with HOME-funded rental assistance and to provide/coordinate the supportive services necessary to ensure successful program compliance and long-term housing stability. The Pilot Costa Mesa TBRA program will be funded by HOME funds awarded to the City of Costa Mesa by HUD. Program oversight and coordination will be provided by the City of Costa Mesa Development Services Department, Housing and Community Development (HCD) Division.

TBRA Program Requirements

TBRA is identified as an activity that is eligible for HOME funding. HOME funds may be used to provide rental assistance to help pay a portion of the cost of monthly rent and tenant-paid utility costs and to pay security deposit assistance to tenants.² Security deposit assistance may be provided regardless of whether rental and utility subsidies are being provided. Utility deposit assistance may be provided only in conjunction with rental assistance subsidy or security deposit assistance and cannot be a stand-alone TBRA activity.

COVID-19 Update

Due to the COVID-19 pandemic, HUD has granted temporary suspensions and waivers to specific HOME regulations that pertain to tenant-based rental assistance programs. These waivers will expire on December 31, 2020, or at a date to be determined by HUD. The City has adopted these waivers; however, it will be the responsibility of the selected vendor to design and implement the TBRA program to comply with all applicable HOME regulations once the waiver period expires. Proposers are encouraged to provide a program design that addresses current HOME-TBRA waivers and post-waiver regulations.

¹ Defined as 50% of the Orange County Area Median Income as determined by HUD.

² Active monitoring of funds used for security deposits is critical to ensure these public resources are returned to City as program income and not converted to income payments to a landlord or tenant (i.e., the program participant).

Ineligible Uses of TBRA Funds

HOME TBRA funds cannot be used for the following activities:

- To make commitments to specific owners for specific projects.
- To assist resident owners of cooperative housing that qualifies as homeownership housing.
- To provide TBRA to homeless persons for overnight or temporary shelter. The HOME TBRA subsidy must be sufficient to enable the homeless person to rent a permanent housing unit that meets HUD's Housing Quality Standards (HQS).
- Duplicating existing rental assistance programs that already reduce rent payments to 30% of a tenant's income (e.g., Section 8 voucher/certificate or resides in an affordable rent housing unit that is subsidized by another federal, state, or local funding source).

Eligible Beneficiaries

The City requires the household income, at time of entry into the TBRA Program, be at or below 50% of Orange County AML. Income limits are established by household size and are revised annually by HUD.

Tenant Selection

Current residents of Costa Mesa and persons who are homeless or housing insecure that have strong ties to the City (see Definition of Terms).

Contract Period

As a pilot program, the City plans to provide the awarded funds for the TBRA program on a one-year contract basis with an additional one-year renewal for a maximum of two years (subject to the availability of future HOME awards to the City).

Program Monitoring and Billing

The vendor approved for funding will be required to maintain and submit adequate information necessary to monitor program accountability and progress in accordance with the terms and conditions of the HOME program and the executed Professional Service Agreement. Quarterly program progress reports will be required. Invoices must be submitted within 60 days after the end of each month.

II. SCOPE OF WORK

A. Introduction

The City of Costa Mesa seeks a vendor that will implement a turnkey HOME-compliant TBRA program. Proposers should ensure the proposal summarizes past and current experience designing, implementing, and managing a HOME-funded TBRA program. The City of Costa Mesa will support the program with funding for personnel to implement and administer the program, funding for the rental/utility assistance component of the program, and technical assistance.

B. Definition of Terms

1. **Very Low-Income:** Household annual income at or below fifty percent (50%) of the median income for the area, as determined by HUD.
2. **Extremely Low Income:** Household annual income at or below thirty percent (30%) of the median income for the area, as determined by HUD.
3. **Eligible Family:** A very low or extremely low-income individual or family that HUD income limits.
4. **HMIS:** The HMIS (Homeless Management Information System) serves as the single repository of data for the Orange County Continuum of Care (OC-CoC). The data collected comprises a wide range of subject matter, from demographic information (e.g., race, ethnicity, gender, etc.) to income, medical information, and much more.
5. **Moving On Strategy:** A “Moving On Strategy” is an action plan that is particular to each participating household that is designed to connect them to all the resources that the household may need to ensure long-term stability and ultimately self-sufficiency from subsidized housing and supportive services.
6. **HUD Homeless Definition:**

Category 1: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: a) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or b) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or c) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2: An individual or family who will imminently lose their primary nighttime residence, provided that: a) Residence will be lost within 14 days of the date of application for homeless assistance; b) No subsequent residence has been identified; and c) The individual or family lacks the resources or support networks needed to obtain other permanent housing.

Category 3: An unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: a) Are defined as homeless under the other listed federal statutes; 2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days before the homeless assistance application; c) Have experienced persistent instability as measured by two moves or more during the preceding 60 days, and d) Can be expected to continue in such status for an extended period due to special needs or barriers.

Category 4: Any individual or family who: a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the

individual or family afraid to return to their primary nighttime residence; 2) Has no other residence, and c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing

7. **City of Costa Mesa Homeless:** A Costa Mesa homeless resident is an individual who has lived in Costa Mesa for the preceding 36 months at the time he/she is assessed for residency by City staff or affiliated volunteer organizations, or has been a member of Costa Mesa's workforce for the same duration. Exceptions to this definition can be considered on a case-by-case basis.

C. Contractor Responsibilities

1. Actively market or assist the City with client outreach and program engagement services.
2. Assist individuals and families in completing intake and verification forms accurately.
3. Assist eligible households in housing search efforts by providing services such as compiling and distributing property listings, conducting landlord/owner outreach, accessing resources available within the community, and accompanying clients when they view potential rental units.
4. Accurately describe the HOME TBRA Program to eligible households and property owners.
5. Maintain a list of referrals.
6. Develop and maintain appropriate and accurate client and administrative records, and make program records available to the City, HUD, and/or Office of Inspector (OIG) for any monitoring or audits that may be required to ensure program compliance.
7. Conduct individual assessments to determine the supportive services needed by each eligible household, which will enable them to be successful in transitioning to and maintaining permanent housing. Examples of support services include (but are not limited to) housekeeping counseling, money management, independent living skills, and tenant obligations to the landlord.
8. If necessary, provide non-English language interpreter to eligible households.
9. Submit client information necessary for the City to establish a line of credit with the U.S. Treasury to fund program and rental expenditures.
10. Submit quarterly program status reports to the City of Costa Mesa including information regarding supportive services provided. The report would be due by the fifth day of the month after the end of the quarter.
11. Submit other reports and program information as requested by the City.

D. City of Costa Mesa Responsibilities

1. Review program forms and documents.
2. Provide referrals per HUD guidelines and the City of Costa Mesa program guidelines.
3. Retain the sole authority to determine eligibility for all referrals submitted by the vendor.
4. Provide training and technical assistance to the vendor's staff and notify the vendor of changes in regulations, policy, rules, or key City of personnel assigned to the HOME TBRA program.
5. Monitor the vendor's performance by reviewing quarterly reports, including a review of documentation of all supportive services provided and other documentation to ensure program compliance.

EXHIBIT B
SUBRECIPIENT'S PROPOSAL

FAMILIES FORWARD

DIGNITY • EMPOWERMENT • HOPE

October 19, 2020

Mayor Katrina Foley
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626

Dear Mayor Foley:

For 36 years, Families Forward has helped families achieve housing stability and financial self-sufficiency. Beginning with five rented apartments in Irvine, Families Forward now owns or is in partnership with 56 affordable housing units, with that number expected to double by 2022. In addition, we provide a comprehensive array of supportive services, including an on-site food pantry, one-on-one career coaching, mental health counseling, free access to acute health services as needed and financial support to solve childcare and transportation challenges. In 2019 we housed 244 families, bringing housing stability to 846 children and their parents. Through housing and supportive services, Families Forward served nearly 10,000 individuals last year overall.

One of the fastest growing segments of the homeless population is working families with children. According to the 25th Annual Report on the Conditions of Children in Orange County, 12% of children in Costa Mesa are receiving CalFresh and 0.4% of students enrolled in the Newport-Mesa Unified School District report having insecure housing. Additionally, that same report cited 89 homeless children in the Newport-Mesa Unified School District in 2017/2018. In Fiscal Year 2019, Families Forward provided rental assistance to 11 Costa Mesa families consisting of 13 adults and 21 children. Of those 11 families, Families Forward also provided one family with utility assistance and 7 families with security deposits.

We have seen an alarming increase in requests for assistance since social distancing measures went into effect on March 16 due to the COVID-19 outbreak, with a greater than ten-fold increase in requests for food assistance alone. As of October 8, Families Forward has provided food assistance to 10,615 families for a total of 48,140 children and adults – of those, 180 families (a total of 783 children and adults) were from Costa Mesa. On average, Families Forward has been providing food assistance to 236 families or 951 individuals a week. To put this number into perspective, for the entire month of February, Families Forward provided food assistance to a total of 241 families. With a dramatic rise in requests for housing and additional supportive services already underway, we are facing a need for increased funding to sustain a consistently high level of service and build capacity to respond to this crisis.

The families we serve are the most likely to be negatively impacted by the economic downturn due to the COVID-19 outbreak. Before the pandemic, many of these families were just one financial crisis away from homelessness. Since March 16, we have received 853 requests for

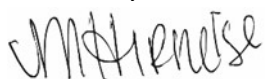
emergency assistance due to either job loss or decrease of wages. Low-income households are already severely impacted by the high cost of housing in Orange County, spending more than 75% of their income on housing, leaving just 25% for all other expenses including food, healthcare and transportation. Families whose main source of income is through the service industry are working on the front lines of the crisis at fast food restaurants, grocery stores and medical facilities. This puts them at greater risk of exposure to the virus and facing additional hardship from lost wages due to sickness. These are also the families most likely to be laid off during this crisis, leaving them without income, benefits or protection. We anticipate a high need for rental assistance from families facing eviction or experiencing homelessness. We expect this ripple effect to last for many months if not years.

If awarded funding, Families Forward will implement a TBRA Program serving Costa Mesa families. Clients will be identified through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan. In order to qualify for the program, families must be residents of or working in Costa Mesa, have at least one child under the age of 19 and be literally homeless or at risk of homelessness. Families entered into the program will receive rental assistance for a term of 3-6 months. Families Forward may also assist with security and utility deposits and provide additional supportive services. Clients will also receive access to our on-site food pantry, mental health counseling, career coaching, and life skills training ranging from budgeting to parenting skills. Services are provided for every member of the family, allowing teens and children to take advantage of Families Forward's mental health counseling. In addition to a Case Manager, each family will receive services from a trained Housing Resource Specialist. Additionally, Families Forward provides seasonal programs such as our Back-to-School supply distribution event, Thanksgiving Baskets and our Adopt-a-Family Program, providing holiday gifts to children in need.

Attached is the Families Forward application for the Costa Mesa TBRA Program. We are requesting \$150,000 to serve Costa Mesa residents through our proposed TBRA program. We certify that the information and attachments comprising this proposal are true and correct. This program will be managed at the Families Forward office located at 8 Thomas, Irvine, CA, 92618. Families Forward may be contacted at 949-552-2727.

A grant from the city of Costa Mesa would allow Families Forward to continue serving Costa Mesa families and respond to the increasing need for housing and supportive services for families at-risk for and experiencing homelessness. Please do not hesitate to contact me at mhirneise@families-forward.org if you have any further questions or need additional information.

Sincerely,



Madelynn Hirneise

Chief Executive Officer, Families Forward

Background and Project Summary Section: The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work, Appendix A of this RFP.

For 36 years, Families Forward has helped families achieve housing stability and financial self-sufficiency. Beginning with five rented apartments in Irvine, Families Forward now owns or is in partnership with 55 affordable housing units, with that number expected to double by 2022. In addition, we provide a comprehensive array of supportive services, including an on-site food pantry, one-on-one career coaching, mental health counseling, free access to acute health services as needed and financial support to solve childcare and transportation challenges. In 2019, we housed 244 families bringing housing stability to 846 children and their parents. Through housing and supportive services, Families Forward served nearly 10,000 individuals last year overall.

Families Forward is requesting \$150,000 in grant funding over a one-year period to implement a Tenant Based Rental Assistance Program for the residents of Costa Mesa. Throughout the grant period, Families Forward proposes serving a total of 10 families (approximately 30 individuals). Families Forward plans to use its Community Development Block Grant (CDBG) award of \$30,000 from Costa Mesa as leveraged funds to help cover the costs of personnel. Although not listed in the cost proposal, the \$30,000 in CDBG funding will go to support the salary of our Housing Development Director and Housing Program Manager. The goal of the CDBG grant is to serve 26 Costa Mesa residents which may include the residents also served under the proposed TBRA Program.

One of the fastest growing segments of the homeless population is working families with children. According to the 25th Annual Report on the Conditions of Children in Orange County, 12% of children in Costa Mesa are receiving CalFresh and 0.4% of students enrolled in the Newport-Mesa Unified School District report having insecure housing. Additionally, that same report cited 89 homeless children in the Newport-Mesa Unified School District in 2017/2018. In Fiscal Year 2019, Families Forward provided rental assistance to 11 Costa Mesa families consisting of 13 adults and 21 children. Of those 11 families, Families Forward also provided one family with utility assistance and 7 families with security deposits. Orange County needs 111,996 more affordable rental units. To help address this need, Families Forward acquired a multi-unit complex in Costa mesa to be used as affordable housing. We partnered with the City of Costa Mesa, HomeAid Orange County and Landsea Homes to complete this project in December of 2019. Called the Residence at 21st Street, this development houses eight families in need in the City of Costa Mesa.

Unfortunately, the COVID-19 pandemic has made an already tenuous situation worse for vulnerable Orange County families. Families on the verge of homelessness will be unable to sustain their housing during these financially uncertain times. Since social distancing measures

went into effect, Families Forward has seen an alarming increase in requests for assistance, with a greater than ten-fold increase in requests for food assistance alone. Since March 16, Families Forward has provided food assistance to 10,615 families for a total of 48,140 children and adults- of those, 180 families (a total of 783 children and adults) were from Costa Mesa. We assist an average of 236 families a week. To put this number into perspective, for the entire month of February, Families Forward provided food assistance to a total of 241 families. With a dramatic rise in requests for housing and additional supportive services already underway, Families Forward is facing a need for increased funding to sustain a consistently high level of service and build capacity to respond to this crisis.

The families we serve are the most likely to be negatively impacted by the economic downturn due to the COVID-19 outbreak. Since March 16, we have received more than 853 requests for assistance with remaining housed, emergency housing and employment assistance due to either job loss or decrease of wages. Low-income households are already severely impacted by the high cost of housing in Orange County, spending more than 75% of their income on housing, leaving just 25% for all other expenses including food, healthcare and transportation. Families whose main source of income is through the service industry are at greater risk of exposure to the virus and facing additional hardship due to sickness. Additionally, households who rely on income from non-essential businesses such as hair salons, gyms, or the retail industry are the most likely to be laid off during this crisis, leaving them without income, benefits or protection. With the current eviction moratorium, rent is being deferred, not forgiven. We anticipate a high need for rental assistance from families facing eviction or experiencing homelessness. We expect this ripple effect to last for many months if not years.

If awarded funding, Families Forward will implement a TBRA Program serving Costa Mesa families. Clients will be identified through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan. In order to qualify for the program, families must be residents of Costa Mesa, have at least one child under the age of 19 and be literally homeless or at risk of homelessness. Families entered into the program will receive rental assistance for an initial term of 3-6 months. Families Forward may also assist with security and utility deposits and provide additional supportive services.

Although Families Forward will be the primary entity implementing this program, we regularly collaborate with other agencies to ensure our clients receive the services they need. We are a proud member of the Family Solutions Collaborative (FSC) and currently serve as the fiscal agent for the Collaborative. Families Forward also partners with the Strong Families, Strong Children Collaborative, an initiative led by the Child Guidance Center to provide military-connected and veteran families with housing and other supportive services throughout Orange County. We most recently partnered with Community Action Partnership of Orange County to become one of the distribution points for its diaper assistance program. Additional Families Forward partners include Credit Counseling Service, Healthy Smiles for Kids of Orange County,

Human Options, Second Harvest Food Bank, WIC, Women Helping Women, Working Wardrobes and local school districts. These partnerships enable us to assist a variety of vulnerable populations, including veterans, domestic violence survivors and more.

One of the biggest challenges to this program is the lack of available housing units; however, our Housing Resource Specialists have built trusted relationships with landlords, community developers and property managers in our community, enabling them to act as not only advocates for families, but to provide support and mediation for the landlord partners themselves. Case Managers provide resources and guidance for families during times of stress and uncertainty, something that looms ahead for an already financially strained population.

Method of Approach: Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:

- 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.**

If and when grant funding is awarded, Families Forward has the capacity to immediately begin this new award and start serving Costa Mesa families. Families Forward has operated all programs remotely since March 16, without interruption, including conducting meetings with clients and partners over the phone or through video conferencing, digitizing our forms, and implementing the use of electronic signatures. Once a family is referred through the Coordinated Entry System, Families Forward has the capacity to begin immediately working with them to identify a housing solution to ensure housing stability. Families will initially receive rental assistance for a term of 3-6 months. During this time, we will work with each family to develop a housing plan and ensure they receive the necessary supportive services. No two families are identical so we will conduct intermittent assessments and work with each family to determine if the rental assistance term must be extended. If awarded an the one-year extension, Families Forward has the capacity to continue serving Costa Mesa families ensuring there is no break in services.

- 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.**

Families Forward conveniently provides a one-stop center where we can assist with all of our client's needs, not just housing assistance. At Families Forward they can receive access to our on-site food pantry, mental health counseling, career coaching, and life skills training ranging

from budgeting to parenting skills. Services are provided for every member of the family, allowing teens and children to take advantage of Families Forward's mental health counseling. In addition to a Case Manager, each family receives services from a trained Housing Resource Specialist. The Families Forward Housing Resource Specialist and Case Manager will work as a team and begin meeting together with the family from day one. The Housing Resource Specialist will conduct a housing assessment and identify locations, housing preferences, etc. and work with the client and community partners/landlords to find an acceptable unit. The Case Manager will work with the family to provide supportive services while they are pending housing. Together, the Housing Resource Specialist and Case Manager will coordinate their care intensively during the housing navigation phase. Once a family secures housing, the Housing Resource Specialist will focus on the client landlord/community partner relationship while the Case Manager will work with the family on other client needs; however, the Case Manager and Housing Resource Specialist stay in constant communication and work with each other to best support the family. The collaborative partnership between the Housing Resource Specialist and Case Manager is vital to the success of the family and they work together as a team until the family has exited the program.

Families Forward provides additional support for families through seasonal programs such as our Back-to-School supply distribution event, Thanksgiving Baskets and our Adopt-a-Family Program, providing holiday gifts to children in need. While our services are located in one convenient Program Center, we understand many of our clients have transportation issues. Families Forward Case Managers travel to meet clients at a mutually convenient location when needed and all supportive services, including Mental Health Counselors, Career Coaches and Housing Resource Specialists are capable of completely virtual conferencing if needed.

Mental health counselors provide much needed support and assistance for both children and their parents caused during times of crisis. Career Coaches are vital to families that have seen their income either reduced or lost altogether. We have a tremendous success rate with 95% of graduating families not reappearing in the homeless system within one year and 77% of the families either increasing or maintaining their annual income.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.

Our goal is to serve two to three families each quarter, to reach our goal of 10 families by the end of the grant program. Families Forward has the capacity to immediately begin serving families once funding is awarded. Primary tasks/services include:

- Conduct client marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan.
- Process referrals received through the Coordinated Entry System

- Screen families for eligibility. To qualify families must be residents of Costa Mesa or have worked in the city and have at least one minor-aged child.
- Conduct assessment of housing needs
- Develop housing plan
- Provide Housing Navigation support to secure housing
- Provide 3 to 6 months of rental assistance
- Support client/landlord relationship
- Assess and offer case management services
- Provide supportive services as deemed necessary, such as access to our food pantry, educational workshops, and counseling.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

Families Forward will need assistance from city staff with the processing of reimbursement requests and required grant reporting.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.

With a recent conversion to SharePoint, Families Forward staff has virtual access to everything needed to provide services to families in the community. In fact, since March 16, Families Forward has operated all programs remotely due to the COVID-19 pandemic. We have continued to provide services without interruption, including conducting meetings with clients and partners over the phone or through video conferencing, digitizing our forms, and implementing the use of electronic signatures. We have also implemented a contactless food pantry drive through system to ensure our clients have continued access to that resource.

6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been displaced due to layoff or outsourcing of functions and services formerly provided by the City.

Families Forward will not need additional staff to implement the proposed Tenant Based Rental Assistance Program and does not plan to make any grant-related hires if awarded.

Qualifications & Experience of the Firm: Describe the qualifications and experience of the organization or entity performing services/projects within the past two years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.**

Families Forward is located at 8 Thomas, Irvine, CA 92618 and was incorporated in the state of California. Families Forward is led by Chief Executive Officer Madelynn Hirneise. We have been conducting business at our current location since May 2013.

- 2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.**

Not Applicable

- 3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).**

Not Applicable

- 4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).**

Not Applicable

- 5. How many years have you been in business under your present business name?**

22 years

- 6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services,**

and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.

Contract 1:

Huntington Beach Tenant Based Rental Assistance Program

Description:

Families Forward currently has one Tenant Based Rental Assistance Program with the City of Huntington Beach. The program is funded through HOME funds from the United States Department of Housing and Urban Development (HUD). We identify clients through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan and report marketing and outreach efforts in quarterly reports submitted to the city of Huntington Beach. In order to qualify for the Huntington Beach TBRA program, families must be residents of Huntington Beach, have at least one child under the age of 19 and be literally homeless or at risk of homelessness. Families are referred through the Huntington Beach Homeless Task Force and Orange County's Coordinated entry system. Families entered into the program receive rental assistance for an initial term of 3-12 months, which can be extended up to 24 months. Families Forward may also assist with security and utility deposits and provide additional supportive services. Clients receive access to Families Forward's on-site food pantry, mental health counseling, career coaching, and life skills training ranging from budgeting to parenting skills. Services are provided for every member of the family, allowing teens and children to take advantage of Families Forward's mental health counseling. In addition to a Case Manager, each family receives services from a trained Housing Resource Specialist. Our Housing Resource Specialists have built trusted relationships with landlords, community developers and property managers in our community, enabling them to act as not only advocates for families, but to provide support and mediation for the landlord partners themselves. Additionally, Families Forward provides seasonal programs such as our Back-to-School supply distribution event, Thanksgiving Baskets and our Adopt-a-Family Program, providing holiday gifts to children in need.

Length of time services were provided:

October 1, 2018 – present

Contact Name: Julie Paik

Title: Housing Analyst

Telephone Number: 714-536-5470

Contract 2: U.S. Department of Housing and Urban Development Rapid Re-Housing Project

Description:

Families Forward's Rapid Re-Housing Project is based on research/recommendations from the National Alliance to End Homelessness, directives from the U.S. Department of Housing and Urban Development and trajectory of the Orange County Continuum of Care, following a Housing First Model. Our client-centered focus aims to maximize a family's chances of remaining stably housed. HUD funding supports 50 Rapid Re-Housing households in housing throughout all cities in Orange County. This program targets literally homeless families coming from the streets, shelters, and other places unfit for human habitation. Families Forward staff work with clients to conduct assessments to create a stabilization plan. A Housing Resource Specialist helps identify housing the client can afford upon completion of program and in their preferred communities to maintain the children's enrollment in school and support network of family and friends on whom they may rely for childcare, emotional support and other critical needs. Effort is made to place families without cars near public transit, grocery stores, etc. All units meet HUD's High-Quality Standards protocol. As needed, families receive case management, food assistance, mental health counseling, financial/life-skills education, and one-on-one career coaching. Additional resources are made available to families, including medical services by volunteer healthcare providers and participation in our seasonal programs, providing school supplies in the fall and gifts for the holidays. Program participation is short term and ranges from 3 to 6 months.

Length of time services were provided:

July 1, 2015 – June 30, 2020

Contact Name: Ester Dela

Title: Community Planning & Development Representative

Telephone Number: 213-534-2545

Contract 3: First5 Orange County Rapid Re-Housing Project

Description:

The project provides housing and support services to families with children ages pre-natal through five (5) years of age. Families Forward Case Managers work with Housing Resource Specialists to identify and obtain permanent housing options. Clients receive access to Families Forward's on-site food pantry, mental health counseling, career coaching, and life skills training ranging from budgeting to parenting skills. Services are provided for every member of the family, allowing teens and children to take advantage of Families Forward's mental health counseling. Additionally, Families Forward provides seasonal programs such as our Back-to-School supply distribution event, Thanksgiving Baskets and our Adopt-a-Family Program, providing holiday gifts to children in need.

Length of time services were provided:

July 1, 2014 – June 30, 2020

Contact Name: Anila Neumeister

Title: Consultant

Telephone Number: 949-280-4658

Background investigations are not conducted on Families Forward contracts.

7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.

Since 1984, Families Forward has helped families achieve housing stability and financial self-sufficiency. Beginning with five rented apartments in Irvine, Families Forward now owns or is in partnership with 56 affordable housing units, with that number expected to double by 2022. In addition, we provide a comprehensive array of supportive services, including an on-site food pantry, one-on-one career coaching, mental health counseling, free access to acute health services as needed and financial support to solve childcare and transportation challenges. In 2019, we housed 244 families, bringing housing stability to 846 children and their parents. Through housing and supportive services, Families Forward served nearly 10,000 individuals last year overall. Since October 1, 2018, we have administered a Tenant Based Rental Assistance Program for the City of Huntington Beach and various other similar programs throughout Orange County. Families Forward has over three decades of experience utilizing and administering public funds. Our organization receives grants from local, county, and federal entities. Program, Accounting, and Fund Development staff monitor usage of all funding sources and provide quarterly reporting. Families Forward has been subject to A-133 audits in the past, the most recent 19 audit resulted in no findings. In all cases of government funding, Families Forward has met stated outcome requirements and acted as a responsible steward of grant funds. Over the past two years Families Forward has improved the financial database for tracking grants by changing accounting systems. Families Forward has also hired a full-time grant compliance manager to help monitor and manage the goals, financial spend down and the compliance of our documents.

8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

In addition to our Food Pantry and various housing services, Families Forward supports the community through several annual events such as our Back to School event where we distribute school supplies, backpacks, and clothing to low-income elementary, middle and high school students. Our Thanksgiving Program is held the weekend before Thanksgiving where we

supply families with the ingredients needed to cook a holiday meal. Last year we were able to provide nearly 800 families with a holiday meal. Every Christmas we hold our Adopt-a-Family Program where we team up with companies and community organizations to bring a bit of holiday cheer to more than 800 struggling families and provide gifts to more than 2,200 children.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

Not Applicable

Financial Capacity: The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.

Key Personnel: It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

- **Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.**
- **Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.**

The Families Forward Staff who will lead this proposed program are Housing Program Manager Elizabeth "Lisa" Stambolis and Senior Case Manager Kimberly Marmolejo. As the Housing Program Manager, Ms. Stambolis is responsible for the overall coordination, management and supervision of case management services and rapid rehousing program for Families Forward. A key component is ensuring that Families Forward is in compliance with grant goals and date metrics. Ms. Stambolis organizes cross team collaboration, internally and externally with our community partners, leading program initiatives, benchmark setting and program planning to ensure families become permanently housed and achieve self-sufficiency. Ms. Marmolejo's duties as a Senior Case Manager include supporting the case management team with trouble shooting situations and finding solutions through weekly case conferencing meetings. She assists case manager with establishing connections with outside agencies and resources that

can be beneficial to the clients served. In addition to supporting the case managers, Ms. Marmolejo also carries a caseload of her own where she meets with families to help support them to self-sufficiency. Ms. Stambolis may be contacted at 949-716-5867 or through email at lstambolis@families-forward.org. Ms. Marmolejo may be contacted at 949-743-3602 or by email at kmarmolejo@families-forward.org. Please see Attachment C for Staff Resumes/CVs.

Cost Proposal: Provide a fee schedule/pricing information for the project as referenced in the attached in Appendix C. Proposals shall be valid for a minimum of 180 days following submission.

See Cost Proposal under Mandatory Forms

Disclosure: Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

Not Applicable

Cost Proposal

Task	Description	Price per Case
A.	Rental Assistance	\$11,000
B.	Utility Assistance	
C.	Security Deposits	\$2,000
D.	Housing Quality Standards (HQS) Inspections	\$500
E.	Income Eligibility Screenings	\$500
F.	Other Administrative Costs	\$1,000
Total Estimated Cost Per Household (Sum of A – F)		\$15,000
Estimated Number of Households to Assist		10
TOTAL PROPOSED		\$150,000

All originals of plans, field notes, data and calculations, reports, electronic files, etc., will be turned over to the City upon completion of work. Ten percent (10%) of the total contract fee will be withheld under final project documents are submitted to the City.



**VENDOR APPLICATION FORM
FOR
RFP No. 21-03 for TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Families Forward

Contact Person for Agreement: Joseph Garrido

Corporate Mailing Address: 8 Thomas

City, State and Zip Code: Irvine, CA 92618

E-Mail Address: kgarrido@families-forward.org

Phone: 949-552-2727 Fax: 949-552-2731

Contact Person for Proposals: Bryan Sualog

Title: Grant Coordinator E-Mail Address: bsualog@families-forward.org

Business Telephone: 949-716-2727 Business Fax: 949-552-2731

Is your business: (check one)

☒ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Please see Attachment A-Board Roster		

Federal Tax Identification Number: 33-0086043


City of Costa Mesa Business License Number: N/A

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**
I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning RFP No. 21-03 for Tenant Based Rental Assistance (TBRA) Program at any time after **October 5, 2020**.



Date: October 19, 2020

Signature

Madelynn Hirneise

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **October 5, 2020** with a City Councilmember concerning informal RFP No. 21-03 for Tenant Based Rental Assistance (TBRA) Program. A copy of all such communications is attached to this form for public distribution.

Date: _____

Signature

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

None

COMPANY PROFILE & REFERENCES

Company Legal Name:

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: N/A

Business Address: 8 Thomas, Irvine, CA 92618

Website Address: www.families-forward.org

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: grants@families-forward.org

Length of time the firm has been in business: 36 years

Length of time at current location: 7 years

Is your firm a sole proprietorship doing business under a different name: ___Yes ☒ No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 33-0086043

Regular Business Hours: Monday-Thursday 9AM-5PM and Fridays 9AM-1PM

Regular holidays and hours when business is closed: Please See Attachment B for Holidays and hours when business is closed.

Contact person in reference to this solicitation: Bryan Sualog

Telephone Number: 949-716-2727

Facsimile Number: 949-552-2731

Email Address: bsualog@families-forward.org

Contact person for accounts payable: Danielle DeBerg

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: ddeberg@families-forward.org

Name of Project Manager: Lisa Stambolis

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: lstambolis@families-forward.org

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Huntington Beach

Contact Name: Julie Paik

Contract Amount: \$344,520

Email: julie.paik@surfcity-hb.org Telephone Number: 714-536-5470

Address: 2000 Main Street, Huntington Beach, CA 92648

Brief Contract Description: For the administration of a Tenant Based Rental Assistance program for Huntington Beach families with at least on minor aged child.

Company Name: U.S. Department of Housing and Urban Development

Telephone Number: 213-534-2545

Contact Name: Ester Dela

Contract Amount: \$565,178

Email: Ester.F.Dela@hud.gov

Address: 300 N. Los Angeles Street, Suite #4054, Los Angeles, CA 90012

Brief Contract Description: For the administration of a Rapid Re-Housing program targeting literally homeless families coming from the streets, shelters, and other places unfit for habitation.

Company Name: First 5 Orange County

Telephone Number: 949-280-4658

Contact Name: Anila Neumeister

Contract Amount: \$150,000

Email: anila.neumeister@cfcoc.ocgov.com

Address: 1505 East 17th Street, Suite 230, Santa Ana, CA 92705

Brief Contract Description: To provide housing and support services to families with children ages pre-natal through 5 years of age.

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:




**BIDDER/APPLICANT/CONTRACTOR CAMPAIGN CONTRIBUTION
DISCLOSURE FORM**

Proposer/Consultant/Applicant is required to identify any campaign contribution or cumulative contributions greater than \$249 to any city council member in the twelve months prior to submitting an application, proposal, statement of qualifications or bid requiring approval by the City Council.

Date	Name of Donor	Company/Business Affiliation	Name of Recipient	Amount
N/A	N/A	N/A	N/A	N/A

Except as described above, I/we have not made any campaign contribution in the amount of \$250 or more to any Costa Mesa City Council Member in the twelve months preceding this Application/Proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Bidder/Applicant/Proposer

10/19/2020
Date

FAMILIES FORWARD

DIGNITY • EMPOWERMENT • HOPE

ATTACHMENT A-BOARD OF DIRECTORS 2019-2020

NAME	COMMITTEE	BUSINESS	HOME
Bayer, Martha (Bryan) 10/20	Finance	Community Leader	349 Manila Avenue Long Beach, CA. 90814 310-420-3059 Mbayer0420@gmail.com
Benjamins, Sherry (Stephan) 10/18	Fund Development	S. Benjamins & Co	3240 Julian Avenue Long Beach, CA. 90805 562-394-7091 sherry@sbcompany.net
Cali, Tristen (Adam) 10/20		Pacific Premier Bank 17901 Von Karman Suite 1200 Irvine, CA. 92614 949-526-7186 tcali@ppbi.com	3139 Hideout Lane Corona, CA. 92882 951-818-7538(home)
Cao, Victor 10/19		California Apartment Association 23436 Madero Road Suite 240 Mission Viejo, CA. 92691 949-474-1411	237 Red Sage Irvine, CA. 92618 714-209-1306 vcao@caanet.org
Chase, Nancy (Irv) 8/19 (1 st term 9/12)	Program HR Strategic Planning VAC	Community Leader	61 Grandview * Irvine, 92603 949 733-9554 lucscr14@aol.com
Cohn, Gary (Joelle) 9/14	Chairman of the Board Executive Committee	Marx Okubo Associates 4 Hutton Centre, suite 950 Santa Ana, CA 92707 Work: 714-873-8064	12991 Springwood Drive * North Tustin, CA 92705 Home: 714-669-4940 Fax: 714-660-8705 brusacohn@gmail.com
Comp, Brad (Christine) 10/17	Finance	Ayco, A Goldman Sachs Company 17885 Von Karman - #300 Irvine, CA. 92614 Work: 949-794-4804	45 Golden Eagle Irvine, CA. 92603 Home: 949-854-2034 Cell: 949-322-8290 thecompfamily@gmail.com
Coombs, Deborah (Randy) 5/15	Governance HR	AvalonBay Communities * 2050 Main Street Irvine, CA 92614 Work: 949-995-6201 dcoombs@avalonbay.com	3 Marbella Dana Point, CA 92629 949-300-7872

Davis, Robert 9/15 Has signing authority.	Chair – Strategic Planning Executive Committee Program	HNTB Corporation 200 E. Sandpointe Avenue Santa Ana, CA. 92707	11 New Meadow Irvine, CA 92614 949 733-8568 radav11@pacbell.net
Deslatte, Dennis (Elaine) 10/20		Community Leader	17 Red Rock Irvine, CA. 92604 714-293-2025(cell) 949-857-4867(home) Dennis.deslatte@gmail.com
English, Meg (Brian) 10/16 Has Signing Authority.	Secretary Executive Committee Finance Program	Community Leader	17 Taggert Irvine, CA. 92603 949-552-8185 Megenglish2@gmail.com
Harryman, Mark (Lisa) 7/15	Chair - Human Resources Strategic Planning Executive Committee	Unire Real Estate Group, Inc. * 675 Placentia Avenue, Suite 200 Brea, CA 92821 Telephone: (714) 990-2100 Harryman@uniregroup.com	54 Royal Saint George Rd Newport Beach, CA 92660 949 644-9739
Henigan, Mark (Laurie) 7/15	Chair - Finance Human Resources Executive Committee	Irvine Company * 101 Innovation Dr Irvine, CA 92617 949-720-4040 mhenigan@irvinecompany.com	3601 San Joaquin Plaza, Newport Beach, CA 92660 Cell: 949-872-1019
Hering, Peter (Michelle) 10/20		Rutan and Tucker, LLP 611 Anton Blvd. Suite 1400 Costa Mesa, CA. 92626 714-338-1804 phering@rutan.com	2362 Basswood Circle Tustin, CA. 92780 714-261-3343
Hotaki, Khairul (Carol) 9/15	Co Chair - Fund Development Executive Committee	US Bank 4100 Newport Place Newport Beach, Ca 92660 949 252-0947 carol.hotaki@usbank.com	603 Marinella Aisle Irvine CA 92606 949 395-4482
Mendoza, Anna 10/17	Real Estate Task Force	Tierra Development Advisors 4400 MacArthur Blvd, #970 Newport Beach, CA. 92660 Work: 949-379-5270	23446 Duryea Drive Lake Forest, CA. 92630 Home: 714-448-3649 amendoza@gmail.com
Meraz, Nick 10/19			11941 Arthur Dr Anaheim CA 92804 949-350-6425 Nick.meraz@gmail.com

Pearson, Karin (Jeffrey)	Fund Development	Capital Group 6445 Irvine Center Drive, Irvine 92618 Work Phone: 949-975-3788 E-Mail: knlp@capgroup.com	121 East Bay Newport Beach, Ca 92661 Home Phone: 949-375-8322 knlp@capgroup.com
Radus, Jon (Fraya) 10/18	Program HR	Fullerton Police Dept. 237 Commonwealth Ave Fullerton, CA. 92832	62 Maple Ash Irvine, CA. 92620 949-456-0565 jradus@fullertonpd.org
Razo, Alex (Danielle) 10/18	Program Finance	Wells Fargo Bank, N.A.	412.5 Acacia Avenue, Corona Del Mar, CA 92625 310-903-7953 alex.razo@wellsfargo.com
Scarborough, Trish (Steve) 1/16	Program	Community Leader	5 Skyline * Irvine, CA 92603 949.246.6368 trish.scarborough@gmail.com
Shen, Kitty (Pei-Yuan Chia) 10/20	Program	Community Leader	430 Via Lido Nord Newport Beach, CA. 92663 562-331-1419(cell) 949-723-5630(home) fishens@yahoo.com
Snow, David (Roberta) 4/18	Program	Distinguished Professor – UCI	1984 Vista Caudal Newport Beach, CA. 92660 949.274.3267 (cell) dsnow@uci.edu
Speir, Vinita 10/19		Pacific Women's Healthcare 500 Superior Ave #310 Newport Beach, CA. 92633	52 Constantine Irvine, CA. 92620 949-929-6869 vinitaspeirmd@gmail.com
Thomsen, Debbie (Bart) 10/18	Fund Development	Community Leader	8 Pinehurst Lane Newport Beach, CA. 92660 949-722-1969 debbiethomsen@cox.net
Torres, Lori 10/18	Program	Parcel Pending 1 Vanderbilt Irvine, CA 92618 lori.torres@parcelpending.com D 949·232·8687 O 949·296·6201	

Warne-McGraw, Ryan (Nicole) 10/17	Chair – Program Committee Executive Committee	Good Shepherd Lutheran Church * 4800 Irvine Center Drive Irvine, CA 92604 949 552-1918 949 552-9210-Fax ryan@gslc Irvine.org	17 Deerwood West Irvine, CA 92604 949 400-2109-cell ryan@gslc Irvine.org
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ATTACHMENT B-HOLIDAYS AND CLOSED HOURS

Recognized Holidays

New Year's Day

Martin Luther King Day (Floating Holiday)

President's Day

Memorial Day

Independence Day

Labor Day Veteran's Day (Floating Holiday)

Thanksgiving Day & The Day After Thanksgiving

½ day December 24

Christmas Day

Office closed 12/26 – 12/31

Hours When Business is Closed

Monday-Thursday 5PM-9AM

Fridays Closes at 1PM

Saturday-Sunday Closed

Attachment C-Staff Resumes/CVs

Eizabeth Lynn Stambolis, BSN, MS, CPNP 24856
Golden Vista
Laguna Niguel, California, 92677 (c)
410-746-9326
stambolis.lisa@gmail.com

EDUCATION

- 2009 **Master of Acupuncture**, Maryland University of Integrative Health, Laurel, MD
1993 **Masters of Science**, University of Maryland Graduate School of Nursing, Primary Care, Pediatric Nurse Practitioner Program, Baltimore, MD
1988 **Bachelor of Science (BSN)**, University of Maryland School of Nursing, Baltimore, MD

PROFESSIONAL LICENSURE/CERTIFICATION

California Nurse Practitioner Certificate, #NP95012228
California Board of Registered Nursing, #RN95193727
Maryland Board of Nursing, License # R101174
National Certification Board of Pediatric Nurse Practitioners, Certification #93162
Maryland Department of Mental Health and Hygiene, Board of Acupuncture, License #U01758
Maryland Department of Health and Mental Hygiene, certified Healthy Kids/EPSTD Provider NPI Number 1467583146
DEA#MS3613014

PROFESSIONAL EXPERIENCE

- 2019-present Housing Program Manager, Families Forward, Irvine, CA
- Responsible for the overall coordination, management and supervision of case management services for the Families Forward Housing Program. Organizing cross team collaboration, leading program initiatives,
- 2010-18 Director of Pediatric and Adolescent Medicine, Health Care for the Homeless, Baltimore, MD
- Founded and developed pediatric/adolescent clinic for children, youth, and families experiencing homelessness; Clinical and administrative manager of Pediatric and Adolescent Clinic (birth-21 y.o.); Direct service provider (clinic and outreach shelter sites); Member of Health Care for the Homeless Management Team, instrumental in program development and initiatives to improve client access across the agency with specific focus on family and youth centered integration; Ensure process improvement in revenue cycle and information systems (EHR); Precept and mentor advance practice nursing students; Lead advocacy efforts, provide presentations/lectures on homelessness, and initiate community collaboration and partnerships to enhance the lives of children, youth and families experiencing homelessness.

2009-2018	Licensed Acupuncturist, Private Practice Classical 5-element acupuncture, treating adults and children
1998-2010	Pediatric Nurse Practitioner, School Based Health Centers, Baltimore City Health Department, Baltimore, MD
1997-1998	Director of Quality Management & Evaluation, Health Care for the Homeless, Baltimore, MD
1995-1997	Affiliate Staff, Pediatric Nurse Practitioner, Johns Hopkins Hospital, Department of Gynecology-Obstetrics, Baltimore, MD
1993-1997	Pediatric Nurse Practitioner, Children's Health Outreach Project, at Mercy Family Care, Mercy Medical Center, Baltimore, MD and Families in Transition Program, Pediatric Ambulatory Center, University of Maryland, Baltimore, Maryland. (Grant funded by Health Care for the Homeless, Inc., Baltimore).
1988-1993	Clinical Nurse, Johns Hopkins Hospital Children's Center, Pediatric Emergency Room & Pediatric Neurology/Neurosurgery Unit.

FELLOWSHIP

2014-2017	Robert Wood Johnson Executive Nurse Fellow The Robert Wood Johnson Foundation Executive Nurse Fellows program is a three-year advanced leadership program for nurses who aspire to lead and shape health care locally and nationally. Fellows strengthen their leadership capacity and improve their abilities to lead teams and organizations in improving health and health care.
1997-1998	Clinical Match Fellow, National Association of Community Health Centers, Inc. (NACHC). Clinical Practicum site with Unity Health Care, Inc. at Upper Cardozo Health Center, Washington, D.C.

HONORS AND AWARDS

2014	Robert Wood Johnson Foundation, Executive Nurse Fellow 2014-2017
2013	Community Nursing Service Award, Nurses for Global Health, 6th Annual Conference, University of Maryland School of Nursing
2012	White House Award, "Champion of Change in the Fight Against Youth Homelessness"
1996	Unsung Heroes Award, Baltimore City Paper

- 1993 Graduate Pediatric Primary Care Nursing Award, University of Maryland
Graduate School of Nursing
- 1992 Sigma Theta Tau, National Nursing Honorary

KIMBERLY MARMOLEJO

(714) 345-3241 | kimmar89@hotmail.com

SUMMARY OF QUALIFICATIONS

- Experienced and knowledgeable about resources available to the community
- Excelled as a liaison between various departments and various agencies
- Passionate about children and family oriented programs.
- Competent in serving diverse communities
- Facilitated a collaboration with the Orange County Housing Authority

PROFESSIONAL EXPERIENCE

Families Forward, Irvine, CA

Case Manager 2015-Present

- Assess families' challenges, strengths, and areas in which they may need assistance.
- Develop an individualized service plan to promote growth and housing retention.
- Coordinate resources and referrals with assistance from the Housing Resource Specialist and Resource Coordinator.
- Keep and maintain appropriate records and complete all relevant program forms, doing so in a confidential and professional manner.
- Assist with the coordination of outreach efforts regarding housing to reach potential client, apartment communities, and participate in other outreach efforts under the supervision of the Housing Program Manager.
- Coordinate and provide life skills counseling, support services, and referrals to community resources.
- Explore the resources available in the community and establish relationships with other agencies.
- Seek and participate in trainings to enrich professional skills and knowledge.

Chapman Global Medical Center, Orange, CA

Financial Counselor 2008-2015

- Coordinate and communicate effectively with patient regarding financial responsibilities and payment options.
- Communicate patient liability with responsible parties.
- Document patient information obtained from direct research and oral interviews.
- Coordinate patient care by communicating the patient's financial plans with medical personnel (physicians, nursing staff, case manager and admitting staff).
- Manage general office and administrative functions of the Financial Unit.
- Effectively engage and communicate with people from diverse, multi-cultural, sexual orientation and religious backgrounds.
- Represent the company mission and values by doing whatever it takes to engage patients and their families through transparent financial planning and keeping them informed.

Girls on the Run, Compton, CA

Coach - 2013-2013

- Work directly with at-risk girls from hard-to-reach communities and engage them in sports.
- Plan and execute a 10-week curriculum for girls between the ages of 8 to 12.
- Serve as a role model and example for a team of young girls who often have no other role models in their lives.
- Utilize interpersonal communications skills such as conflict resolution and establishing rapport to help build confidence and motivate young girls to excel in and off the field at home, other social settings and at school.

EDUCATION

California State University Long Beach, Long Beach CA

Bachelor of Arts, Human Development with a Minor in Child Development -2014

EXHIBIT C

DRUG-FREE WORKPLACE POLICY

CITY OF COSTA MESA, CALIFORNIA

COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs;
and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
 - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
 3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.