

**SUBRECIPIENT AGREEMENT
AMONG THE CITY OF COSTA MESA,
THE COSTA MESA HOUSING AUTHORITY AND
PROJECT HOPE ALLIANCE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-CORONAVIRUS
(CDBG-CV)**

This SUBRECIPIENT AGREEMENT (“Agreement”) is entered into as of February 7, 2023 (“Effective Date”) by and among the CITY OF COSTA MESA, a California municipal corporation and a grantee under the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Coronavirus (“CDBG-CV”) Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20-MW-06-0503) (“CITY”), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic (“AUTHORITY”), and PROJECT HOPE ALLIANCE, a California nonprofit corporation (“SUBRECIPIENT”). CITY and AUTHORITY are collectively referred to herein as “CITY.”

WHEREAS, the primary objective of the Housing and Community Development Act of 1974, 42 U.S.C. section 5301 et seq., as amended (“Act”) and the CDBG Program is the development of viable urban communities by providing decent housing, a suitable living environment and expanding economic opportunities; principally for persons of low and moderate income; and

WHEREAS, pursuant to Title 24, Part 570 of the Code of Federal Regulations (24 C.F.R. 570 et seq.) (“CDBG Regulations”), CITY may engage certain organizations to assist in utilizing CDBG-CV funds pursuant to subrecipient agreements, provided that the activities funded are eligible for funding and meet a national objective; and

WHEREAS, eligible activities are set forth at 24 C.F.R. 570.201-207; and

WHEREAS, each CDBG-CV funded activity must meet one of the following national objectives: (1) benefit low-income and moderate-income persons; (2) prevent or eliminate slums or blight; or (3) meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available to meet such needs; and

WHEREAS, pursuant to the Coronavirus Aid, Relief, and Economic Security Act of 2020 (the “CARES Act”), and notice dated April 2, 2020, the U.S. Department of Housing and Urban Development (“HUD”) has awarded \$1,168,216.00 in Community Development Block Grant - Coronavirus (“CDBG-CV”) funds to the CITY for activities authorized under Title I of the Act and described in the CITY’s 2019 Annual Action Plan Substantial Amendment (the “Action Plan”); and

WHEREAS, CDBG-CV funds must only be used to prevent, prepare for, or respond to the Coronavirus (COVID-19) pandemic; and

WHEREAS, the CITY wishes to engage SUBRECIPIENT to assist the CITY in utilizing such funds to carry out a part of the CITY’s Federal award by committing \$35,000.00 of the CITY’s Federal award, pursuant to this Agreement; and

WHEREAS, due to the immediate need for the community to receive the services of SUBRECIPIENT, CITY may provide the CDBG-CV funds immediately upon City Council approval of this Agreement; and

WHEREAS, the CDBG-CV funds made available for use by the SUBRECIPIENT under this Agreement constitute a subaward of the CITY's Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the CITY's Federal award; and

WHEREAS, SUBRECIPIENT will use CDBG-CV funds to provide on- and off-campus case management of homeless and at-risk Newport Mesa Unified School District (NMUSD) students and their families; and

WHEREAS, CITY has determined that SUBRECIPIENT's activities are eligible for funding, meet one of the national objectives and will be used to prevent, prepare for, or respond to the Coronavirus pandemic.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereby agree as follows:

A. SUBRECIPIENT OBLIGATIONS.

1. Scope of Services.

- (a) **Activities.** The subgranting of CDBG-CV funds to SUBRECIPIENT shall be used to provide the specific services as described in the CITY's Request for Proposal ("RFP"), attached hereto as Exhibit "A," and SUBRECIPIENT's response to City's RFP ("SUBRECIPIENT'S PROPOSAL"), attached hereto as Exhibit "B," both incorporated herein. Such services are summarized as follows: case management services for Costa Mesa elementary, junior high, and high school students experiencing homelessness. In accordance with CITY requirements, SUBRECIPIENT shall ensure that at least seventy percent (70%) of SUBRECIPIENT's clients served by the CDBG-CV funded program be in the low-income and moderate-income categories as established by HUD.
- (b) **National Objectives.** SUBRECIPIENT certifies that SUBRECIPIENT's activities will meet the national objective of benefitting low-income and moderate-income persons.
- (c) **Levels of Accomplishment – Goals and Performance Measures.** SUBRECIPIENT agrees to carry out the activities set forth in this Agreement in accordance with the goals and performance measures set forth in Exhibits A and B.
- (d) **Performance Monitoring.** CITY will monitor the performance of SUBRECIPIENT against the goals and performance standards set forth in Exhibits A and B. Substandard performance, as determined by CITY, will constitute noncompliance with this Agreement. If SUBRECIPIENT does not take action to correct such substandard performance within a reasonable period of time after being notified by CITY, CITY may initiate termination or suspension of this Agreement as set forth herein.
- (e) **Use of CDBG-CV Funds; Duplication of Benefits.** SUBRECIPIENT acknowledges that CITY is utilizing CDBG-CV funds allocated to City through the CARES Act in whole or in part to fund the services set forth in this Agreement. SUBRECIPIENT understands and agrees that CDBG-CV funds may only be utilized to prevent, prepare for, and respond to the COVID-19 pandemic. SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by the CARES Act and/or HUD's CDBG-CV guidance. SUBRECIPIENT must comply

with HUD's requirements for duplication of benefits imposed on the CITY, which are: CDBG-CV funds may not be used to pay costs if another source of financial assistance is available to pay that cost. SUBRECIPIENT further agrees to repay the CITY any assistance determined to be duplicative.

2. **Non-Profit Status.** SUBRECIPIENT represents and warrants that it is a private, not-for-profit corporation, duly organized under the laws of the State of California, and whose officers are recorded in the Articles of Incorporation on file with the State of California.
3. **Term of Agreement.** Subject to the termination provisions set forth herein, the term of this Agreement is from February 7, 2023 through February 6, 2024, except that SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting, data retention/data reporting, and accounting. The term may be extended for up to one (1) year upon mutual written agreement of the parties.
4. **Amount of Grant and Quarterly Disbursement.** The amount granted to SUBRECIPIENT shall not exceed Thirty-Five Thousand Dollars (\$35,000.00) ("CDBG-CV FUNDS"). SUBRECIPIENT understands and agrees that all funds must be expended by June 30, 2026. CITY will disburse CDBG-CV FUNDS to SUBRECIPIENT on a quarterly basis subject to and upon receipt and approval of a complete quarterly activity report from SUBRECIPIENT.
 - (a) **Quarterly Reports.** SUBRECIPIENT shall cause to be prepared and submitted to CITY on or before each October 15, January 15, April 15, and July 15 of each year of this Agreement a quarterly activity report in conformity with applicable CDBG Regulations ("Quarterly Activity Report").
 - (b) **Invoice Submittal.** Concurrently with the submittal of each quarterly report as described in subsection 4(a) above, SUBRECIPIENT shall submit both:
 - (i) in original invoice; and
 - (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the CDBG-CV FUNDS have been expended during the applicable quarter. Drawdowns for the payment of eligible expenses will be made against the budget categories.

For example and by way of illustration, if SUBRECIPIENT intends to expend the applicable quarterly disbursement on staff salary, then true copies of the time card(s) or other satisfactory evidence of employment of the subject staff member with the SUBRECIPIENT shall be submitted as a part of the quarterly report.
5. **Administrative Rules.** SUBRECIPIENT agrees to conduct all activities of the organization, whether funded in whole or in part by CDBG-CV FUNDS from CITY, in accordance with the provisions contained in 2 C.F.R. Part 200.
6. **Conflicts.** SUBRECIPIENT agrees that no officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG or CDBG-CV monies granted to the CITY, inclusive of the subject CDBG FUNDS, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement; or, in the event a conflict or

potential conflict of interest arises after execution of this Agreement, SUBRECIPIENT shall fully disclose the conflict or potential conflict within fifteen (15) days of becoming aware of same, and said writing shall be attached and deemed fully incorporated as a part hereof.

7. Use of CDBG FUNDS.

(a) Income Prohibited. SUBRECIPIENT agrees that it shall not use CDBG-CV FUNDS in any manner that provides income to SUBRECIPIENT. Any earned interest income on funds generated through the use of investment of funds received from CDBG-CV FUNDS shall be cause, at the discretion of the CITY, for recapture of such income and/or the full amount of funds originally granted to SUBRECIPIENT.

(b) Program Income. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 C.F.R. 570.504. SUBRECIPIENT may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. SUBRECIPIENT shall report quarterly all program income (as defined in 24 C.F.R. 570.500(a)) generated by activities carried out with CDBG-CV FUNDS made available under this Agreement.

(c) Unexpended Program Income. All unexpended program income shall be returned to the CITY at the end of the term as required by 24 C.F.R. 570.503(b)(7). Any interest earned on cash advances from the United States Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the CITY.

8. Records and Reports. The SUBRECIPIENT shall maintain all records required by the CDBG Regulations specified in 24 C.F.R. 570.206 that are pertinent to the activities to be funded under this Agreement and such records as may be required by CITY. Such records shall include but not be limited to the following:

(a) Records providing a full description of each activity undertaken.

(b) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.

(c) Records required to determine the eligibility of activities.

(d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-CV FUNDS.

(e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program.

(f) Financial records as required by 24 C.F.R. 570.502. Such records shall contain documentation of expenses, including evidence of incurring the expense, invoice(s) for goods or services, all other invoices for which CDBG-CV FUNDS were expended, and payment therefore.

(g) Records necessary to document compliance with Subpart K or 24 C.F.R. Part 570.

- (h) Records demonstrating client eligibility for the services provided. Such records shall include data including but not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. If self-certification is used to verify CDBG-CV eligibility, actual client eligibility documentation must be collected and analyzed for CDBG-CV eligibility for a minimum of ten percent (10%) of total clients served each quarter. Such information shall be made available to CITY or its designees for review upon request.
- (i) Records specifying how the Coronavirus impacted persons assisted and that no other financial resource is available to provide assistance.
- (j) Any such other related records as CITY may reasonably require or as required to be maintained pursuant to the CDBG-CV Regulations.

SUBRECIPIENT shall, upon request of CITY, prepare such reports as may be required for CITY and/or SUBRECIPIENT to comply with the CDBG and CDBG-CV Regulations.

9. **Client Data and Other Sensitive Information.** SUBRECIPIENT must comply with 2 C.F.R. 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information HUD or CITY designates as sensitive or SUBRECIPIENT considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.
10. **Retention of Records.** All accounting records, reports, supporting documents pertaining to all costs, expenses and the CDBG-CV FUNDS received by SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT's office or place of business for the duration of the Agreement and thereafter for five (5) years after CITY submits its annual performance and evaluation report to HUD to report the activities assisted under the Agreement for the final time in conformity with the CDBG and CDBG-CV Regulations. Notwithstanding the foregoing, records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such claims, litigation, appeals, or exceptions.
11. **Audit Requirements.** If SUBRECIPIENT is granted Seven Hundred Fifty-Thousand Dollars (\$750,000.00) or more in federal funds under this Agreement, SUBRECIPIENT shall comply with and/or cause compliance with all audit requirements established by 2 C.F.R. 200.501 et seq.
12. **Uniform Administrative Requirements.** SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 C.F.R. 570.502.
13. **Separation of Accounts.** All CDBG-CV FUNDS received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with recordkeeping of such accounts maintained pursuant to applicable requirements set forth in 2 C.F.R. 200 et seq. SUBRECIPIENT is not required to

maintain separate depository accounts for CDBG-CV FUNDS; provided, however, that SUBRECIPIENT must be able to account for receipt, obligation and expenditure of CDBG-CV FUNDS pursuant to applicable requirements of 2 C.F.R. 200.302 et seq. and any other applicable law.

14. Compliance with Applicable Laws. SUBRECIPIENT shall comply with all applicable federal, state and local laws, ordinances, regulations, and permits, including but not limited to all CDBG and CDBG-CV Regulations relating to financial and contractual procedures, and 2 C.F.R. 200 et seq. and as set forth in 24 C.F.R. 570.502(b), which are on file in the City of Costa Mesa, 77 Fair Drive, Costa Mesa, California 92626, and are fully incorporated herein by reference. If applicable, SUBRECIPIENT shall further comply with the requirements of Part 570 of Title 24 of the Code of Federal Regulations, including subpart K of Part 570, except that SUBRECIPIENT does not assume CITY's environmental responsibilities described in 24 C.F.R. 570.604 or CITY's responsibility for initiating the review process under 24 C.F.R. Part 52.

(a) SUBRECIPIENT shall maintain all presently required permits and shall secure any new permits required by authorities herein with jurisdiction over the work, project, or services provided by SUBRECIPIENT with the CDBG-CV FUNDS.

(b) SUBRECIPIENT shall ensure that the requirements of the National Environmental Policy Act and California Environmental Quality Act are met for any permits, discretionary approvals, or other entitlement required to carry out the terms of this Agreement.

15. Non-Discrimination; Civil Rights Compliance.

(a) **Compliance.** SUBRECIPIENT shall comply with the Unruh Civil Rights Act, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) **No Discrimination in Any Program or Activity.** In the performance of this Agreement, SUBRECIPIENT shall not under any program or activity funded in whole or in part with CDBG-CV FUNDS on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation:

(i) Subject an individual to unlawful discrimination.

(ii) Deny any facilities, services, financial aid or other benefits provided under the program or activity.

(iii) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others under the program or activity.

(iv) Segregate or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.

- (v) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
 - (vi) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition that the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
 - (vii) Deny an opportunity to participate in a program or activity as an employee.
- (c) **Non-Discrimination in Administration of Services.** SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, religion, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, religion, or sex.
- (d) **Non-Discrimination in Site Selection.** SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG-CV FUNDS, may not make selections of such site or location which will have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, religion, or sex, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (e) **Overcoming Effects of Prior Discrimination.** If SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, religion, or sex, SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination, as and pursuant to applicable requirements of the CDBG Regulations and other applicable federal laws and regulations.
- (i) Even in the absence of prior discrimination, SUBRECIPIENT should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, religion or sex. Where previous discriminatory practice or usage tends, on the grounds of race, color, national origin, religion, or sex, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, SUBRECIPIENT shall take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
 - (ii) SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.
- (f) **Exceptions.** Notwithstanding the foregoing non-discrimination provisions, nothing contained herein shall be construed to prohibit SUBRECIPIENT from maintaining or

constructing separate living facilities or restroom facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when only a member of the same sex can properly perform institutional or custodial services for the recipients of the services.

(g) Non-Discrimination in Employment. SUBRECIPIENT shall comply with 24 C.F.R. 570.607, including the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders set forth therein.

(i) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that SUBRECIPIENT is an equal opportunity employer.

(ii) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(h) SUBRECIPIENT shall include the provisions of this Section 15 (Non-Discrimination; Civil Rights Compliance) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor.

16. Ineligibility of SUBRECIPIENT or Contractors. SUBRECIPIENT shall not use CDBG-CV FUNDS directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of the CDBG Regulations.

17. Conflict of Interest in Procurement. SUBRECIPIENT shall comply with all applicable conflict of interest provisions set forth in 2 C.F.R. Part 200 and 24 C.F.R. 570.611 in the procurement of supplies, equipment, construction, and services by SUBRECIPIENT.

18. Condition for Religious Organization. SUBRECIPIENT shall comply with all applicable conditions prescribed by HUD for the use of CDBG FUNDS by religious organizations if SUBRECIPIENT is a religious organization.

19. Termination of Agreement.

(a) Termination without Cause. In accordance with 2 C.F.R. 200.339, this Agreement may be terminated for convenience by CITY or SUBRECIPIENT, in whole or in part, by providing thirty (30) days written notice setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, CITY may terminate the award in its entirety.

(b) Termination for Cause. In accordance with 2 C.F.R. 200.338, CITY may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

(i) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

(ii) Failure, for any reason, of SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement.

(iii) Ineffective or improper use of funds provided under this Agreement.

(iv) Submission by SUBRECIPIENT to CITY reports that are incorrect or incomplete in any material respect.

(c) Repayment of Funds by SUBRECIPIENT. In the event this Agreement is terminated, as provided in this section, SUBRECIPIENT shall immediately return to CITY any and all unexpended and unencumbered CDBG FUNDS. Further, SUBRECIPIENT shall comply with the provisions of the section of this Agreement relating to Reversion of Assets.

(d) Additional Payment after Notice of Termination at Discretion of CITY.

In the event of early termination of the Agreement by either party without cause, at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of notice of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that CDBG-CV funds are available from HUD.

In the event of early termination of the Agreement by CITY for cause (except when due to the non-performance or breach by SUBRECIPIENT), at CITY's sole discretion, SUBRECIPIENT may be compensated for all services rendered through the date of termination and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement, to the extent that CDBG-CV funds are available from HUD.

20. Defaults; Remedies. If either party materially fails to comply with any term of this Agreement, said noncompliance shall be considered a breach or default hereunder and a basis for termination for cause as provided herein.

(a) Enforcement by CITY Due to Default by SUBRECIPIENT. In the event of default by SUBRECIPIENT, in addition to any other remedies available at law or in equity, CITY may take one or more of the actions provided under CDBG Regulations, including, but not limited to, 2 C.F.R. 200.338 relating to enforcement for breach of this Agreement.

(i) The remedies available to the CITY under 2 C.F.R. 200.338 include, without limitation, temporarily withholding cash payments, disallowing non-compliant costs, wholly or partly suspending or terminating the award, and withholding future awards.

(ii) If the CITY finds that SUBRECIPIENT has violated a term or condition of this Agreement, CITY, in its sole discretion, may require the SUBRECIPIENT to:

(1) Repay all monies received from the CITY under this Agreement; and/or

(2) Transfer possession of all materials and equipment purchased with grant money to the CITY.

(b) **Recapture.** SUBRECIPIENT shall have the affirmative obligation to repay, and CITY shall have the affirmative right (but not the obligation) to recapture from SUBRECIPIENT, all (or any portion of) CDBG-CV FUNDS disbursed to SUBRECIPIENT hereunder in the event of SUBRECIPIENT's default hereunder or in the event SUBRECIPIENT refuses to accept or fails to comply with any conditions which may subsequently be imposed by HUD for the operation of the CDBG or CDBG-CV Program.

21. Reversion of Assets.

(a) **Unencumbered or Unexpended Funds.** Upon the termination or expiration of the term of this Agreement, SUBRECIPIENT shall transfer to CITY any unexpended and unencumbered CDBG-CV FUNDS on hand at the time of such termination or expiration and any accounts receivable attributable to the use of subject funds.

(b) **Real or Personal Property Assets.** Any real property or moveable or immovable personal property under SUBRECIPIENT's control or ownership that is acquired or improved in whole or in part with CDBG-CV FUNDS disbursed under this Agreement, the original cost of which exceeds five thousand dollars (\$5,000.00), shall either be, at the election of CITY: (1) used by SUBRECIPIENT for the eligible program services meeting the purposes of the CDBG-CV Program for a period of five (5) years after termination or expiration of this Agreement; or (2) disposed of and proceeds paid to CITY in a manner that results in CITY being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to SUBRECIPIENT's out of pocket expenditures using non-CDBG-CV Program funds for acquisition of, or improvement to, such real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fees incurred in listing and completion of sale of such asset.

(i) In furtherance of the foregoing, if CITY selects continued use of the capital asset, then SUBRECIPIENT hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by CITY against SUBRECIPIENT and its successors in interest.

(ii) In the event CITY selects disposition of the subject real or personal property, then SUBRECIPIENT shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to CITY upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of

sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

- 22. Independent Contractor.** SUBRECIPIENT is and shall be acting at all times as an independent contractor and not as an employee or agent of CITY. Neither CITY nor any of its employees shall have any control over the conduct of SUBRECIPIENT, its agents or employees, except as set forth in this Agreement.
- 23. Licensing.** SUBRECIPIENT shall obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT's operations and work hereunder.
- 24. Inspection of Records.** CITY and the United States government and/or their representatives shall have access, for purposes of monitoring, auditing, and examining SUBRECIPIENT's activities and performance, to books, records, reports, documents, and papers, and the right to examine comparable records of SUBRECIPIENT's subcontractors, bookkeepers and accountants, employees and participants in regard to said program.

 - (a) Monitoring.** CITY and the United States government and/or their representatives may schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information.
 - (b) Failure to Provide Records.** In the event SUBRECIPIENT does not make the above-referenced records available within the City of Costa Mesa, California, SUBRECIPIENT shall pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.
- 25. Assignability.** SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY, except that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment delegation or novation other than as provided above shall be void and inoperative. Written notice of any request for an assignment or transfer shall be promptly furnished to CITY and CITY shall exercise reasonable diligence in reviewing and approving or disapproving such request.
- 26. Prohibition on Expending CDBG-CV FUNDS to Obtain Other Funding.** SUBRECIPIENT shall not expend CDBG-CV FUNDS granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds, or to supplant another funding source, unless expressly approved in writing by CITY.
- 27. 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.

28. Insurance.

- (a) SUBRECIPIENT shall furnish to CITY insurance certificates from its workers' compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days' prior written notice to CITY at the address specified in this Agreement.
- (b) SUBRECIPIENT shall obtain, at its sole cost, a comprehensive general liability insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of SUBRECIPIENT, its officers, agents, employees, or volunteers. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000.00) combined single limits, or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.
- (c) SUBRECIPIENT shall obtain, at its sole cost, 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. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.
- (d) SUBRECIPIENT shall give CITY prompt and timely notice of any claim made or suit instituted. SUBRECIPIENT shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

B. CITY OBLIGATIONS.

1. **Payment of Funds.** CITY shall disburse to SUBRECIPIENT from CDBG-CV FUNDS, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement in quarterly installments determined by CITY. Payment shall be made to SUBRECIPIENT based on the submission of quarterly invoices, in a form prescribed by CITY, detailing such expenses. Invoices must include documentation of expenses by receipts, time records, invoices, canceled checks, or other appropriate documentation that fully and completely discloses the amount(s) and nature(s) of the expenditures. CITY shall pay such invoices within forty-five (45) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred and documented within the scope and provisions of this Agreement and in conformity with the CDBG Regulations and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.
2. **Sole Source of Funding is CDBG-CV Program Funds.** SUBRECIPIENT expressly acknowledges and agrees that the sole source of funding available to CITY to meet its funding obligation to SUBRECIPIENT under this Agreement is from CDBG-CV Program funds allocated to and paid to CITY by HUD and that no other source of revenues or funding is made available, offered, or construed to be provided hereunder by CITY to SUBRECIPIENT. To the extent CITY is not allocated and/or does not receive the CDBG-CV funds necessary to pay SUBRECIPIENT pursuant to the terms of this Agreement, then SUBRECIPIENT acknowledges and agrees there is no other funding source available or committed to meet CITY's funding described hereunder and no payment obligation of the CITY shall exist or be construed to exist.
3. **Audit of Account.** CITY will include an audit of the records and accounts maintained by SUBRECIPIENT pursuant to this Agreement in CITY's annual audit of all CDBG and CDBG-CV funds pursuant to CDBG Regulations, Title 24 of the Code of Federal Regulations, and other applicable federal laws and regulations.

In response to audit deficiencies or other findings of noncompliance with this Agreement, CITY may impose additional conditions on the use of the CDBG-CV funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

C. MISCELLANEOUS PROVISIONS.

1. **Notices.** All notices to the parties required by this Agreement shall be in writing and shall be sent by certified mail, addressed as follows:

TO CITY: City of Costa Mesa/Costa Mesa Housing Authority
Office of the City Manager/Executive Director
77 Fair Drive
Costa Mesa, CA 92626
Attn: Susan Price, Assistant City Manager

TO SUBRECIPIENT: Project Hope Alliance
1954 Placentia Ave. #202
Costa Mesa, CA 92627
Attn: Jennifer Friend

2. **No Disposition of Assets Acquired with CDBG-CV FUNDS.** SUBRECIPIENT shall not dispose of any real or personal property acquired in full or in part with CDBG-CV FUNDS through sale, use or relocation without the express and prior written permission of the CITY.
3. **Disbursement Pursuant to Agreement.** SUBRECIPIENT acknowledges that the CITY shall disburse funds to SUBRECIPIENT only upon execution of this Agreement and CITY is empowered to provide funds to SUBRECIPIENT only pursuant to the provisions of this Agreement.
4. **Drug-Free Work Place Policy.** SUBRECIPIENT, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the work place, the penalties that may be imposed upon employees for drug abuse violations occurring in the work place, and the employee assistance programs available to employees. Each employee engaged in the performance of a SUBRECIPIENT contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. SUBRECIPIENT shall conform to all the requirements of CITY's Council Policy No. 100-5, attached hereto as Exhibit "C." Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of this Agreement by CITY.
5. **No Use of CDBG-CV FUNDS for Lobbying.** SUBRECIPIENT shall not expend any CDBG-CV FUNDS for the purpose of influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative federal agreement, and/or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
SUBRECIPIENT shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) if it expends any funds other than grant funds for the purpose of influencing or attempting to influence the persons listed in the above paragraph.
6. **Constitutional Use of Funds.** As an express condition to this Agreement, SUBRECIPIENT agrees that the funds provided by CITY to SUBRECIPIENT hereunder shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the foregoing covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.
7. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.
8. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

11. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. This Agreement may be modified only upon mutual written agreement of the parties. Notwithstanding the foregoing, SUBRECIPIENT shall agree to any amendment necessary to conform with federal, state or local governmental regulations, guidelines or policies.

[Signatures appear on following page.]

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

CITY OF COSTA MESA

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
City Manager

COSTA MESA HOUSING AUTHORITY

Lori Ann Farrell Harrison

Lori Ann Farrell Harrison
Executive Director

SUBRECIPIENT

PROJECT HOPE ALLIANCE
Federal Tax ID Number: 75-3099628
DUNS Number: 055708303

[Signature]

Signature

CEO

Name Title

Date: 2/14/23

Signature

Date: _____

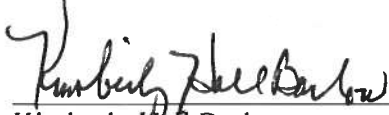
Name and Title

ATTEST:

Brenda Green 3/23/2023
Brenda Green
City Clerk/Housing Authority Secretary



APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney/Housing Authority General Counsel

APPROVED AS TO CONTENT:



Lori Karaguezian
Assistant City Manager

APPROVED AS TO PURCHASING:



Carol Molina
Finance Director

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

EXHIBIT A
REQUEST FOR PROPOSAL



REQUEST FOR PROPOSAL

FOR

Community Services Programs

CDBG-CV

RFP No. 21-13



OFFICE OF THE CITY MANAGER

CITY OF COSTA MESA

Released on June 23rd, 2021

**REQUEST FOR PROPOSAL
FOR
Community Services Programs - CDBG-CV**

To assist in responding to the impacts of the COVID-19 Pandemic, the U.S. Department of Housing and Urban Development (HUD) has allocated a special grant Community Development Block Grant – Coronavirus (CDBG-CV) to the City of Costa Mesa through the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act). The City of Costa Mesa plans to allocate CDBG-CV funds for community-based services that response to the direct impacts of the COVID-19 Pandemic.

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified nonprofit agencies who have a demonstrated success in serving low- and moderate-income households that are directly impacted by the COVID-19 Pandemic. Proposals must be for a minimum of one-year program from organizations who can provide any or all of the services listed below, within targeted budget of **\$162,382**. All funds must be expended by June 30, 2023.

The City has previously allocated CDBG-CV funds to provide rental assistance to lower-income households that have experienced a direct financial impact due to the COVID-19 Pandemic, and to support outreach and engagement services for individuals experiencing homelessness and that are impacted by the coronavirus. The City has previously released a RFP to solicit proposals for food assistance programs (e.g., food banks); however, no proposals for this service were received. This remains an eligible activity and Council priority. The City now seeks services under this RFP that will support, complement, enhance, or fill a gap in services currently offered to lower-income Costa Mesa residents that are impacted by the COVID-19 Pandemic.

Eligible Population

To be eligible for consideration under this RFP, all applicants must detail how funds will support eligible activities, with at least 70 percent of the program’s beneficiaries being low- and moderate-income as defined by HUD, and that have a documented COVID-related impact.

HUD 2021 Low & Moderate-Income Limits

Household Size	Household Income at 80% of OC Median Income
1-Person	\$75,300
2-Person	\$86,050
3-Person	\$96,800
4-Person	\$107,550
5-Person	\$116,200
6-Person	\$124,800
7-Person	\$133,400
8-Person	\$142,000

The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Subrecipient Agreement, **Appendix B** terms and conditions. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Subrecipient

Agreement and any solicitation appendix/exhibits. The City reserves the right to award one or more contracts for this service.

Proposers will be subject to oversight, reporting, and requirements for all CDBG-CV programs and services provided, and must have adequate procedures to prevent the duplication of benefits. A duplication of benefits occurs when an individual or entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. The Contractor will be responsible to repay any amount that may be determined to be duplicative by the City, HUD, or auditor as may be determined in a program monitoring or audit.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$154 million and a total budget of over \$197 million for fiscal year 2021-2022.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 113,003 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on Planetbids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City’s Purchasing Department. It is the responsibility of each Proposer to periodically check the City’s

website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Schedule of Events:** This Request For Proposal shall be governed by the following schedule:

Release of RFP	June 23, 2021
Pre-Proposal Conference	N/A
Deadline for Written Questions	June 28, 2021 at 4:00 p.m.
Responses to Questions Posted	July 1, 2021
Proposals are Due	July 15, 2021 at 10:00 a.m.
Approval of Contract	August 3, 2021

**All dates are subject to change at the discretion of the City.

Pre-Proposal Conference: No Pre-Proposal conference will be held.

3. **Proposer's Minimum Requirements:** Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A–Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

- a) Proposers must have at least five years of experience administering program(s) with low- and moderate-income households.
- b) Proposers must demonstrate 501(c)(3) determination from the IRS at the time of application.
- c) Proposers must have services and/or an office located within a 30-mile radius of the City of Costa Mesa.

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. **Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements (**APPENDIX A** Scope of Work requirements), and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. **THE FOLLOWING PROPOSAL SECTIONS ARE TO BE INCLUDED IN THE PROPOSER'S RESPONSE:**

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed. And include proposed working relationship among the offering agency and subcontractors, if applicable.

- **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.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill services. 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.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the low- and moderate-income requirements.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 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 specified tasks.
 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.
 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.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past five 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.
 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.

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.).
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.).
5. How many years have you been in business under your present business name?
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 service 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.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services.
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.

Any public entity which submits a Proposal should describe in detail how it currently performs services, like those identified as eligible activities, 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.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may request 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 filed 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.
- **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.

- Cover letter stating the total lump sum fee.
- A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project asks, number of hours assigned for specific personnel and their basic hourly rates.
- **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.**
- **Sample Subrecipient Agreement:** The firm selected by the City will be required to execute a Subrecipient Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, **Appendix C** included in this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution
 7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file.
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** ***Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00***

a.m. (P.S.T) on July 15, 2021. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received in proper time. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.

- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than June 28, 2021 at 4:00 p.m. The City reserves the right not to answer all questions.
 - The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's.](#) Proposers should check this web page daily for new information.
 - From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.
- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - **Insurance** - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Method of Approach ----- 30%

2. Qualifications of Experience of Key Personnel ----- 30%

3. Qualifications of the Firm -----40%

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview – to be determined.

During the evaluation process, the City may also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing

Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

- 5. Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

- 6. Accuracy of Proposals:** Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

- 7. Responsibility of Proposers:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:
- Preparing Proposal in response to this RFP;

- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, providers and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the

performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm 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 using the attached Disclosure of Government Positions Form, **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Subrecipient Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & RFP's](#). Proposers should check this web page daily for new information

APPENDIX A
SCOPE OF WORK

INTRODUCTION

The City of Costa Mesa, a medium urban city with a residential population of 113,003 people and an estimated 193 residents experiencing homelessness on any given night in 2019. Diversifying, stabilizing, and increasing housing to reflect community needs is a priority for the City Council. In February 2021, the City Council adopted a new Strategic Plan to achieve this and four other priorities over the next three years:

1. Achieve Long-Term Fiscal Sustainability
2. Strengthen Public Safety and Keep the Community Safe
3. Maintain and Enhance these City's Infrastructure, Facilities, Equipment, and Technology
4. Diversify, Stabilize and Increase Housing to Reflect Community Needs

The City of Costa Mesa seeks services under this RFP that will support, complement, enhance, or fill a gap in services currently offered to lower-income Costa Mesa residents that are impacted by the COVID-19 Pandemic. HUD has identified various activities that could be eligible for CDBG-CV funding.

ELIGIBLE ACTIVITIES

In general, applicants can propose use CDBG-CV funds for the same wide range of activities that are eligible under the annual CDBG program. Applicants should keep in mind that the CARES Act requires that all activities assisted with CDBG-CV funds must be used to prevent, prepare for, and respond to coronavirus, and sub-grantees must have adequate policies and procedures in place to prevent duplication of benefits.

This broad list of activities is provided, by HUD, below:

Public Services (including emergency subsistence payments)
Job training in communities affected by coronavirus-related job loss since January 2020 to revitalize affected labor force and business sectors or to help workers re-train for expanding sectors.
Increase the capacity and availability of daycare or after-school services serving low/mod parents that have dropped out of the workforce since January 2020 to enable workers to rejoin the workforce.
Provide equipment, supplies, or materials necessary to carry-out a public service related to the effects of the pandemic, or to enable resilience to the effects of coronavirus in future, such as food banks, youth services, health care, WIFI, or senior services.
Provide testing, diagnosis, vaccination, or other health services to low/mod persons at a mobile location.
Provide emergency subsistence payments (e.g., rent, mortgage, or utilities) on behalf of families to prevent eviction resulting from economic disruption since January 2020.

Provision of New or Quantifiably Increased Public Services

Following enactment of the CARES Act¹, the public services cap² has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.

Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.

Provide testing, diagnosis or other services at a fixed or mobile location.

Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities.

Provide equipment, supplies, and materials necessary to carry-out a public service.

Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

NATIONAL OBJECTIVE (REQUIREMENT)

The CARES Act did not suspend the requirement to meet a national objective. Applicants must ensure that every activity carried out with CDBG-CV funds will do so. Every CDBG-CV funded activity must meet the standards for one of the following three CDBG National Objectives.

1. An activity that benefits low- and moderate-income (LMI) persons.
2. An activity designed to meet community development needs having a particular urgency. The activity must be designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, and the recipient must demonstrate inability to finance the activity on its own and that other sources of funding are not available.
3. An activity that aids in the prevention or elimination of slums or blight.

The proposed activity must achieve one of these national objectives before you can proceed with a final decision to use CDBG-CV funds. You also need to ensure that your CDBG-CV grant meets the overall benefit requirement, meaning no less than 70 percent of the combined CDBG-CV expenditures from all three stages of funding must be used for activities that benefit LMI persons (see [Demonstrating Area Benefit](#) methodology for CDBG that should be similarly utilized for the 70 percent requirement under CDBG-CV).

¹ On March 27, 2020, President Trump approved the Coronavirus Aid, Relief, and Economic Security Act (Public Law 116-136) (CARES Act). The CARES Act makes available \$5 billion in CDBG coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus.

² Section 105(a)(8) of the HCD Act caps public service activities at 15 percent of most CDBG grants. Some grantees have a different percentage cap.

Documentation of Eligibility: Applicant information or registration forms (Exhibit A) which includes name, address, income, source of income, household type, ethnicity, racial background, and signature of participant and all adult household members. In addition, Agencies will be required to show adequate low-income backup data, including collecting a 10% sampling of income documentation of the CDBG-CV3 program(s) operated by the Agency.

Since CDBG-CV funded activities must also prevent, prepare for, and respond to the COVID-19 pandemic, some activities may qualify under the Urgent Need objective, even though it is rarely used in the regular CDBG program. Before applicants undertake any Urgent Need national objective analysis, review the extensive discussion and guidance on recordkeeping methods to meet the Urgent Need national objective in the [CDBG-CV Notice](#) (see page 51465).

Though CDBG-CV funds may be used for activities that achieve any of the three national objectives, the elimination of slums and blight does not often apply. Under this national objective, CDBG-CV records must document the activity alleviates blighting conditions, and it may be difficult to relate activities that primarily meet this national objective to the prevention, preparation for, and response to coronavirus. Additional guidance and resources related to common CDBG-CV eligible activities can be found [here](#).

EXHIBIT B
SUBRECIPIENT'S PROPOSAL



July 28, 2021

Dear Lori Ann Farrell Harrison,

Thank you for your continued service to our Costa Mesa community. We are grateful for the repurposed financial resources that are to be allocated for homelessness prevention.

In addition to our private philanthropy, the Newport Mesa Unified School District has committed to financially support PHA in order to serve the growing list of kids experiencing homelessness in our Costa Mesa schools. The potential trifecta of district and city support here in Costa Mesa, in combination with our private fundraising, has the potential to drive real change for our kids. Costa Mesa has the opportunity to lead a partnership that will not only address the disproportionate impact of COVID 19 for these kids, but also prevent future homelessness.

We make commitments to kids from Kindergarten through 24 years old; requiring that we are present year-round and 24/7 for the students. The relationships we build with students on campus allow us to readily *develop academic goals, increase school attendance, and provide social-emotional support.*

Project Hope Alliance has always operated at the intersection of serving kids experiencing homelessness and preventing homelessness as they enter adulthood. We have seen the disproportionate impact of COVID 19 play out before our eyes. This is particularly evident for residents of Westside, where we proudly operate our main office. For perspective, we were serving 50 Costa Mesa students in February of 2020 and we are now serving over 100 Costa Mesa residents, with an additional 200 on a waitlist. As the economy opens back up, this list will only continue to grow, especially when the moratorium on evictions is lifted.

The proposed funding request of \$160,942 covers 12 months of service, broken into two phases; fall and spring semesters. All numbers are based on a 30:1 student to case manager ratio. Not included in the proposals are any hard costs associated with professional development, mental health services or data analysis. We consider those to be a no-cost value-add to the partnership.

For the kids,

A handwritten signature in black ink, appearing to read "Jennifer Friend", written over a circular scribble.

Jennifer Friend, JD
Chief Executive Officer

**Project Hope Alliance CDBG Application
to the City of Costa Mesa
CDBG-CV/RFP No. 21-13**

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.*

We have been serving the Costa Mesa community since 2016, providing wraparound case management for students experiencing homelessness. In 2019 the Newport Mesa Unified School (NMUSD) provided PHA with an MOU authorizing our programmatic presence at all 32 of their campuses. In the Fall of 2020, we received a list of all the students who qualified as homeless and have been working diligently to invite and incorporate them into our wraparound program. By intervening early in a child's educational journey, we exponentially increase the likelihood of their graduating high school and attaining independence and financial stability in life. CDBG grant funds will be used for continued one-on-one case management, mentoring, tutoring, college and FAFSA application assistance, job search assistance, basic needs support like food, clothing, hygiene and 24x7 support. We work with students along the entire educational spectrum from Kindergarten to age 24.

50% of Costa Mesa residents are non-White, 25% are foreign-born, 45% are Hispanic, with 12% living in poverty (compared to 9.5% across Orange County). Project Hope Alliance is already serving 12 of the 13 Title 1 schools in the District and all of them are in Costa Mesa. Title 1 schools typically garner the majority of resources (federal aid) as the campuses represent high need populations. This leaves low income students at non-Title 1 schools bereft of government aid, making PHA's role even more crucial. We are also serving many of these schools, including: (Elementary) California, Davis Magnet, Kaiser, Newport Heights, Victoria, (Middle) Ensign, Costa Mesa, Estancia and (High) Back Bay, Newport Harbor and Costa Mesa. Services include a case management program providing educational, socio-emotional and basic needs support.

NMUSD reported that almost 300 of their students qualified as homeless. This includes those living not only on the streets but in shelters, motels, cars, doubled-up and in places unsafe for human habitation. COVID has had a profound impact on student academic performance. The job losses and correlating housing losses levied a toll on housed and non-housed students alike. By way of example, a study of SoCal students shows that 13% of youth during the first 3 months of the pandemic had no online contact with their teachers and 1/3 had intermittent participation in online learning especially in lower income areas.

As an organization, we have defined five key objectives:

- 1) Ensure that all students and families that PHA serves who are experiencing homelessness are stably supported through the end of the 2021-22 school year.
- 2) Expand the In-Place Case Management Program in the 2021-2022 school year to provide full time case management on additional school campuses, in order to match the strategy plan laid out by the signed Memorandum of Understanding

recently signed by the school district to serve their youth who are experiencing homelessness at their campuses. PHA will prioritize student needs by school zones and assign case managers to the appropriate zones and schools.

- 3) As a primary outcome of Objective #2, we will work to engage every student in our program who reside in Cost Mesa. The original list contained 236 students (the majority of whom are in Costa Mesa).
- 4) Continue strategic thought partnership in regard to professional development for district liaisons, educators and administrators within the district. This will include assisting in virtual trainings for said trainees, directed by PHA's Director of Education and Director of Behavioral Health.
- 5) Develop a data-sharing platform to provide real-time analytics and reporting of progress. Collaborative review and reflection of data will inform the strategic direction of the services.

Our projected outcomes (success metrics) are a natural outgrowth of the program design and the students we serve:

- 1) 200 students will be served in the 2021/22 school year
- 2) Each K-6th grader will be work with a one-on-one mentor and 75% will report that they care about doing well academically
- 3) 75% of all students in the program will attend school consistently
- 4) 85% of all students in our program will report a high level of trust with PHA Case Managers
- 5) 80% of high school senior students in our program will graduate from high school (as opposed to 64% for homeless students in CA)

Method of Approach: *Provide a detailed description of the approach and methodology that will be used to fulfill services. 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.

i. Methods and Controls

PHA deploys a long-term, onsite intervention model for children and youth experiencing homelessness who face obstacles that prevent them from accessing resources, being a kid and achieving educational and life goals.

We work one-on-one with kids, placing full-time case managers on elementary, junior high and high school campuses. Case managers identify homeless students, remove barriers to their basic needs (such as food, clothing, or transportation); conduct regular check-ins to provide educational support, stable and trusted adult mentors and connections to needed resources. (Case management for post-high school youth is provided individually and is not tied to an educational campus.)

The primary assessment that case managers use is our innovative and proprietary Hope Index, which covers 10 distinct domains: social and emotional wellness; education; parental and family support; housing; financial stability; basic needs; health and safety; stable and trusted adult; life experiences and passions; and future vision and direction. The tool provides a unique lens on the condition and needs of their students. Case managers also complete a Hope Index every 90 days to assist in tailoring their intervention methods and case management approach to work towards improving scores in areas of deficit for each student, thereby having a direct beneficial impact on the lives of our kids. With the use of the Hope Index, our case managers can track and encourage development of specific skills, knowledge, or capabilities in specific life areas. Hope Index data that are gathered by our case managers is recorded in Salesforce, our enterprise software platform. We analyze this data on a regular basis so that we, as an organization, can better understand our impact and make necessary modifications to our programs.

Because the results of the Hope Index focus on a point-in-time, extrapolating this data across time is not necessarily valid. This is because situations and needs of our youth change constantly. For example, a parent's sudden loss of employment is likely to have a negative impact on several of the Hope Index domains and subdomains. However, the work that our case managers do is focused on treating each child as a whole and encouraging development across life areas. Additional assessment tools include the Developmental Asset Profile, Youth Assessment and Adverse Childhood Experience Index. After using these assessment tools, the case manager assists the student in creating an individualized case plan.

ii. Methodology for soliciting and documenting views of stakeholders

PHA collects survey data, hosts informational meetings and conducts site visits throughout the course of an academic year to a) regularly communicate our work and progress to invested stakeholders and b) to ensure that we are meeting all expectations set forth by our Board of Directors. Upon grant award, the city of Costa Mesa would also receive a survey and be included in any meetings.

iii. Project management/implementation strategies to be employed

In addition to the site-based case management, PHA has built an infrastructure that simultaneously handles Marketing, Fundraising and Professional Development for our frontline team. Our strategic priorities are as follows:

One Team: Consciously instill a sense of unity, pride & support amongst the team that fosters psychological safety, diversity and leadership development.

Systems Enhancement: Establish clear and purposeful systems that equip PHA to demonstrate impact, raise money and provide clarity.

Innovation: Actively seek creative solutions to ensure organizational sustainability.

2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the low and moderate-income requirements.

Client Satisfaction

Our clients are the kids and we use an assessment based on social-emotional support. Our assessment helps us answer the following questions about the young people we serve:

- Do they feel surrounded by people who love, care for, appreciate and accept them?*
- Do they feel valued, valuable and safe?*
- Do they feel that they have been provided with clear rules, consistent consequences for breaking rules and encouragement to always do their best?*
- Do they have opportunities outside of school to learn and develop new skills and interests with other youth and adults?*
- Do they understand the lasting importance of learning and believe in their own abilities?*
- Are they developing strong guiding values that will help them make healthy life choices, including responsibility, empathy and self-control?*
- Do they have the skills to interact effectively with others, to make difficult decisions, and to cope with new situations?*
- Do they believe in their own self-worth and feel that they have control over the things that happen to them?*

Low-Income Requirements

Our educational programs are targeted toward those children who are living in extreme poverty and experiencing homelessness. Our programs are designed to help homeless youth overcome the obstacles that prevent them from accessing resources and achieving educational, employment and healthy living goals. Case managers and education specialists work on a one-on-one basis with each youth to remove barriers, and connect them to other needed resources. In terms of identification and verification, we work alongside schools and inherit cases from them based on their official verification processes, which aligns with state and local legislation that defines homelessness; being inherently low-income (under the Federal Poverty Level).

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

If awarded, the proposed 12-month funding will allow PHA to respond in real time and also proactively plan to meet the following objectives:

Objective	Phase 1 <i>September – December 2021</i>	Phase 2 <i>January 2022 – August 2022</i>
<i>Ensure that Costa Mesa students and families experiencing homelessness are enrolled in PHA and stably supported through the end of the 2020-21 school year.</i>	<ul style="list-style-type: none"> • Continue to enroll all eligible students (max limit of 81) • Complete all screenings • Case Managers dedicated solely to Costa Mesa students 	<ul style="list-style-type: none"> • Continue to serve and enroll eligible students
<i>Expand the services to provide full time case management on additional school campuses.</i>	<ul style="list-style-type: none"> • Develop a site-based expansion strategy, in collaboration with school partners 	<ul style="list-style-type: none"> • Prioritize student needs by school zones • Assign Case Managers to zones and schools
<i>Continue enhancing professional development for school liaisons, educators, and administrators within Costa Mesa.</i>	<ul style="list-style-type: none"> • Continue assisting in virtual training efforts for district personnel • PHA's Director of Education and Director of Behavioral Health will assist as needed in professional development efforts. 	<ul style="list-style-type: none"> • Advise and assist in collaborative trainings for educators, liaisons and administrators (on-going, as-needed)
<i>Develop a data-sharing platform to provide real-time analytics and reporting of progress.</i>	<ul style="list-style-type: none"> • Establish protocols for data sharing • Build a shared digital platform to report real time data 	<ul style="list-style-type: none"> • Establish regular data reporting, and collaborative reflection to inform strategic direction of services.

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 specified tasks.

The only tasks we would require assistance with would be a) the technical assistance when it comes to reporting and b) guidance with any questions that may arise.

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.

Program Approach

Project Hope Alliance is the only Orange County organization that combines a) in-place case management, b) education, c) social and emotional support and d) access to opportunity to create a multi-generational approach to ending not only the instance of homelessness today, but permanently ending the cycle of homelessness tomorrow. No other single organization in Orange County combines all four of these pillars of service to effectively help children and their families move permanently past homelessness.

Financial Impact

A May 2020 study by Edwards Lifesciences, an international medical technology device manufacturer with over \$4 billion annually in revenue, completed a study in 2020 around PHA's innovative work. The ROI study was titled "Project Hope Alliance: Societal Benefits of Ending the Cycle of Homelessness in Orange County". The study found that PHA's programs annually save \$75,000 per graduate. This is a combination of \$40,000 in avoided costs, as well as \$35,000 in increased wages per graduate. The avoided costs illustrate the savings to entities like hospital emergency rooms, social service agencies (ex. CalFresh, SNAP, MediCal and CalWORKS). The increased wages give our youth the opportunity to complete college, acquire gainful employment and build stable lives.

Advocacy & Partnerships

PHA's work has been gaining increasing attention, allowing our leadership to inform policy discussions at the county as well as state level. In 2018, PHA's leadership team was invited by Jennifer Newsom to visit Sacramento for a 3-day strategic discussion on the crisis of child homelessness. In December 2019, Jennifer Friend, PHA's CEO, was also named one of Orange County's Top 100 Influencers by The Orange County Register. Our work has also been recognized in a research study by Edwards Lifesciences, an international medical technology device manufacturer with over \$4 billion annually in revenue. In October of 2020, our innovative work was published in a front-page article of the Orange County Register, triggering a wave of calls and donations toward our place-based work on behalf of students living at the motels. A more recent front page news article in the Register solicited an invitation from the Garden Grove Unified School District to serve in all of their schools.

To make system wide and systemic change children and youth experiencing homelessness must not only have a champion, they must have an elevated voice and a seat at the table where decisions are made. Project Hope Alliance serves as a zealous advocate for our children & youth elevating their voices, championing their causes, advising and participating in legislation and policy-making locally, statewide and nationally. Whether it is our contribution to the nation's leading policy document Hidden in Plain Sight: Homeless Students In America's Public Schools, or an invitation to provide advice to the U.S. Department of Health & Human Services Administration for Children & Families, PHA is in the fight for the kids. This includes our in-person state and federal lobbying activities in support of the "Every Student Succeeds Act", the

Emergency Family Stabilization Act (HR 7950), California State Assembly Bill AB10 and other legislation with elected officials or partners like School House Connections. Similarly, we work in partnership with national communicators and creators like Sesame Street and Lego - engaged in both educating and activating our community to eliminate the barriers homelessness causes in the lives of our kids.

6. Firms, individuals and entities wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to 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.

Insofar as former city employees are experienced in trauma-informed care for youth experiencing homelessness, have experience working 1:1 with children utilizing education-based programming and meet all minimum requirements, we would welcome the opportunity to interview them for employment if positions were to open up.

Qualifications & Experience of the Firm: Describe the qualifications and experience of the organization or entity performing services/projects within the past five 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.

Corporation: Project Hope Alliance

Office Street Address: 1954 Placentia Ave, Suite 202

Date of Incorporation: October 17, 2002

First and last names of officers: Jennifer Friend, CEO; Tracy Carmichael, President

Local Office Address: Same as above

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.

N/A

Experience:

Our CEO, Jennifer Friend, grew up experiencing homelessness and went on to become partner in a law firm before starting at PHA in 2013. Her unique experience motivates the rest of our team to serve with compassion and innovation. Our President, Dr. Tracy Carmichael, has a Ph.D. in Educational Policy and Social Context from UCI and extensive experience in leading nonprofits through mission and capacity building. Our Director of Education, Jennifer Marin, comes from an extensive teaching career at Newport-Mesa Unified School District. Our Director of Behavioral Health, Rachel

Cardenas, has a Doctorate in Psychology and has spent her career serving at-risk youth in schools, inpatient and outpatient facilities. She specializes in working with trauma-informed treatment and youth experiencing homelessness. Our Program Manager, Bonita Vecchio, has held roles working with trauma and learning disabilities, as well as advocacy for vulnerable populations.

Our case management team includes Guadalupe Contreras, Chrissie Lee, Jose Aleman, and La Shawn Hye who reflect the ethnicities of those we serve. These individuals regularly exceed PHA's standards for case managers in cultural competency and bilingualism, expertise of the school system and local resource offices, creating comprehensive case plans, communication with families and school staff, among others.

In addition, PHA holds key community partnerships with homeless-serving organizations and school districts. As our work is conducted primarily on-site at school campuses, we have a strong relationship with the Newport Mesa Unified School District and have Sean Boulton, Newport Harbor High Principal, on our Board of Directors. In 2019, we received a Memorandum of Understanding to serve all 32 campuses in the Newport Mesa Unified School District. We signed a similar MOU with the Santa Ana Unified School District in March of 2021.

Previous to 2021, we had not received any CDBG funding. However, after a favorable article in the Orange County Register on PHA in October, we were contacted by the City of Santa Ana with an invitation to apply for CDBG funding to provide services to their students experiencing homelessness. Within the same week, we were approached by Santa Ana Unified School District, who requested that PHA provide case management services to their students who were experiencing homelessness. We now have an agreement with the City, funding has been approved and we are finalizing an MOU with the school district and expect to begin services in March. Our Grant Writer and Director of Finance both have previous experience managing CDBG grants.

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.).

N/A

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.).

N/A

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

2011-2021: Project Hope Alliance (10 years)

(Note: Prior to 2011, PHA was incorporated as the Project Hope School Foundation)

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 service 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.

City of Santa Ana

Description: Provide holistic supportive and educational-related services, centered around an intensive case management model, to 50 school age children, adolescents and young adults (up to age 24) who are experiencing barriers to education and employment due to homelessness. Also provide distance learning support related to the ongoing impact from the COVID pandemic.

Duration: One year

Contact: David Flores, Community Development Analyst
(714) -647-6561

City of Costa Mesa

Description: Serve 25 Costa Mesa students experiencing homelessness, as well as expand the in-place case management program to Estancia High School and/or TeWinkle Intermediate School in the 2021/22 school year.

Duration: One year

Contact: Mike Linares, Housing and Community Development
(714) 754-5678

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

Project Hope Alliance always looks for ways to innovate so that we can better achieve our mission and goals at a broad level, as well as support a larger number of individual students. One way that we are innovative is by choosing not to work from the "outside-in." Instead, we operate within an existing system structure (school campuses), which enables us to be a positive influence in children's lives by offering supportive services directly where the children attend. With a district-wide invitation from the Newport Mesa School District to host our programs on all 32 campuses, we take a kid-centered approach to disrupting the cycles of homelessness in our students' lives. We currently serve 5 high schools, 2 middle schools and 15 elementary schools, for a total of 22 program schools in the Newport-Mesa School District.

Our work is and has always been child-centric, innovative, revolutionary and more than ever, essential for the success of our youth. By focusing on children's holistic development, we provide hope so that kids can visualize and realize a future without homelessness while reaching their full potential as self-sufficient adults.

Measurement

Our proprietary Hope Index is another example of innovation. As mentioned earlier, our case managers use the Hope Index during the initial assessment of students who are new to our program. The tool provides a holistic and unique lens on the condition and needs of their students. Case managers utilization of the Hope Index enables them to

tailor their intervention efforts for each student based on the highlighted needs derived from the assessment.

Mentorship

Another innovation is apparent in how we support our K-6 students, who are assigned a volunteer mentor, trained by Project Hope Alliance. Many of these students need special assistance in literacy and math. Our innovative, multilingual online curriculum is highly adaptive and personalized to each child's unique needs and level of understanding. These young students enjoy a strong, consistent relationship with a trusted adult, a relationship that promotes a healthy social-emotional development. These students receive Chromebooks, Wi-Fi hotspots, individualized academic support and materials, personal weekly mentoring sessions, teacher coordination, parent involvement, enrichment activities, support in navigating the school system (IEP, 504) and a variety of items that fill their basic needs.

Data Tracking Capacity

Even in how we do our work, we are innovative, specifically striving to inform our decisions and programs with data. As part of our external relationship-building with school districts, we are continually expanding the type of student-level data we can acquire. For example, in our new service agreement in Santa Ana, we have access to data that informs us of attendance, academic goals and special needs. Internally, Project Hope Alliance tracks the services we provide to each student and school to capture a broad understanding of our impact, as well as dozens of data points that underlie clearly defined outcomes and measures for every program. Hope Index data that is gathered by our case managers is recorded in Salesforce, our enterprise software platform. We analyze this data on a regular basis so that we, as an organization, can better understand our impact and make necessary modifications to our programs. We are also working with Salesforce consultants to optimize the data that we track to better inform our decisions. Program data is reviewed quarterly by the Project Hope Alliance leadership team and annually by the Board of Directors. These reviews result in program refinements for the following year.

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.

Any public entity which submits a Proposal should describe in detail how it currently performs services, like those identified as eligible activities, 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.

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

Our leadership team is well integrated within the community and holds strong relationships with prominent Orange County philanthropists. Our Chief Executive Officer and President hold multiple speaking engagements throughout the year to generate corporate partnerships and giving campaigns. Our full-time Grants team is dedicated to maintaining the relationships with our current family of corporate and private foundations and growing relationships with new funders. Having a full-time foundation team has allowed us to build our portfolio of grants and major gifts by over 50% in the past five years, resulting in over \$2 million annually in funds raised.

As we broaden our base and build community support, we have created a strong social media presence and internal process to cultivate smaller individual gifts. We are working to develop a direct mail program that will allow us to leverage our operational partnerships with individual donors, community service groups and faith communities, among others. Our Community Engagement Coordinator and Grants & Development Coordinator have worked to develop a quarterly communication and fund-generating process targeted toward individual donors, corporate partners, community organizations, and faith-based supporters.

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.

- o Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filed positions providing the services described in the Proposal, and the functions to be performed by each.
- o 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.

Jennifer Friend, CEO
jennifer@projecthopealliance.org

Prior to becoming CEO at Project Hope Alliance (PHA), Jennifer Friend enjoyed a successful career as a partner at a large law firm representing national and international clients throughout the civil courts of California. While practicing law, she became involved in PHA's board and was actively engaged in the organization's expansion and strategic growth. In 2013, Jennifer answered her calling, left her partnership, and became Project Hope Alliance's full-time CEO. Her personal experience as a homeless child in Orange County, which inspired the Broadway play *Nomad Motel*, fuels her deep-rooted passion and commitment to homeless children and youth, while her ability to cast vision, think strategically, lead and direct broader systems change uniquely qualify her to serve as Project Hope Alliance's CEO.

Jennifer holds a JD from Whittier Law School and a BA in Criminology, Law, and Society from the University of California, Irvine. She currently serves as a Trustee of the UCI Foundation; an Appointed member of the Fiat Lux Alliance; a Member of the Susan

Samueli Integrative Health Institute Advisory Board; and is a proud parent volunteer for the Newport Harbor High School Marching Band and Davis Magnet School.

Tracy Carmichael, President & Chief Strategy Officer
Tracy@projecthopealliance.org

Dr. Tracy Carmichael serves as Project Hope Alliance's President & Chief Strategy Officer. Tracy has spent most of her career working to bridge the gap between research and practice within the educational system, and developing equity-centered programs that produce opportunities for children to reach their full potential. She has a deep comprehension of non-profit management including strategic planning, fundraising, and outcome measurement. Tracy is a valued resource and champion in the development and implementation of the organization's strategic plans which foster program expansion while maintaining internal efficiency.

Tracy holds a B.A. in Criminology from UC Irvine, an M.A. in Educational Research from the University of Michigan, and a Ph.D. in Education from UC Irvine.

Jennifer Marin, MA
jmarin@projecthopealliance.org

Before joining Project Hope Alliance, Jennifer spent 16 years teaching in the elementary school classrooms of Newport-Mesa Unified School District and serving as a curriculum specialist, teacher trainer, English learner coordinator, Early Intervention for School Success (EISS) coordinator, literacy coach, and grade-level chair. Throughout her impassioned career, she built a stellar reputation as an educator, leader, and advocate for the kids. In recognition of her extraordinary dedication to childhood education, Jennifer was named 2015-2016 Teacher of the Year at Pomona Elementary. As Director of Education at Project Hope Alliance, Jennifer brings to the organization her passion for and expertise in leveraging education as a tool to ending generational poverty.

Jennifer received her Bachelor of Arts in Liberal Studies with a concentration in Spanish from California State University, Northridge, and her Master of Arts in Education/Bilingual Credential and Preliminary Administrative Services Credential from Loyola Marymount University, Los Angeles.

Rachel Cardenas, PysD
rcardenas@projecthopealliance.org

Prior to joining Project Hope Alliance, Dr. Cardenas worked as a therapist in schools with youth experiencing social, emotional, and behavioral issues and in inpatient and outpatient facilities with individuals experiencing severe mental health concerns. While working in the school system, Rachel also worked as a consultant for teachers and school staff regarding mental health, crisis intervention, behavioral interventions, and social skill development. Rachel worked at Gordon Psychology Group where she led