

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

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is made and entered into as of July 1, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa California 92626 (the "**City**"), and FAMILIES FORWARD, INC., a California nonprofit corporation having its principal office at 8 Thomas, Irvine California 92618 (the "**Subrecipient**").

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

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

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

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

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

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

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

## **SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES**

### **1.1 Program Description.**

As further described herein and in the City's Request for Proposal, No. 23-12, attached hereto as Exhibit "A," and Subrecipient's Proposal, attached hereto as Exhibit "B," both of which are incorporated herein, the goal of the Program is to provide rental assistance to eligible very low and extremely low-income families who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

### **1.2 City Role & Responsibilities.**

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

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

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

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

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

### **1.3 Subrecipient Role & Responsibilities**

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

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

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

**1.3.3 Screening.** Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92, as modified or

approved by HUD, to establish applicants' eligibility for the Program and notify applicants of their status;

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

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

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

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

## **SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS**

### **2.1 HOME Award**

As part of this Agreement, the City is providing up to a maximum of \$75,000.00 annually in HOME funding for project expenses (i.e. direct costs of assisting TBRA recipients). Up to a maximum of \$7,500 of the HOME funding may be for allowable administrative expenses. HOME funding shall be used to provide monthly rental and utility assistance to or on behalf of TBRA recipients and, as applicable, security deposit and/or utility deposit assistance to TBRA recipients entering a new unit, in accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

### **2.2 Term**

The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year, ending on June 30, 2024. The term may be extended for up to one (1) additional year upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

### **2.3 Anticipated Production**

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

## **2.4 Project Completion Deadlines**

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

## **2.5 Program Income**

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

## **2.6 Disbursement of Funds**

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

### **2.6.1 Reimbursement Basis**

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

### **2.6.2 Project Costs**

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

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

### **2.6.3 Administrative Costs**

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

### **2.6.4 Final Payment**

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



## **SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS**

### **3.1 Applicability of Uniform Administrative Requirements**

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

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

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

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

### **3.2 Administrative Funding**

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

#### **3.2.1 Treatment of Income Determination and Inspection Costs**

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

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

### **3.3 Reversion of Assets**

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

### **3.4 Compliance with Other Federal Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.5 VAWA Regulations**

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

### **3.6 Recordkeeping**

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States

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

**3.6.1 General Administrative and Financial Records.**

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

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

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



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

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

### **3.7 Record Retention**

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

### **3.8 Reporting Requirements**

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

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

## **SECTION 4: DEFAULT, REMEDIES, AND TERMINATION**

### **4.1 Default**

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



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

#### **4.2 Remedies**

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

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

#### **4.3 Termination for Convenience**

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

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

## **SECTION 5: ADDITIONAL PROVISIONS**

### **5.1 Fees to TBRA Recipients Prohibited**

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

### **5.2 Notice**

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

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

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

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Mikelle Daily, Grant Administrator

### **5.3 City Liability**

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

### **5.4 Indemnification**

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

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

## **5.5 Insurance**

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

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

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

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

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

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

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

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

## **5.8 Compliance with all Laws**

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

## **5.9 Independence of Subrecipient**

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

## **5.10 Binding Effect; Assignment**

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

### **5.11 Amendments**

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

### **5.12 Interpretation; Entire Agreement**

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

### **5.13 Applicable Law**

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

### **5.14 Headings & Pronouns**

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

### **5.15 Construction**

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

#### **5.16 Severability**

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

#### **5.17 Signature Authority**

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

[Signature page follows.]



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

**SUBRECIPIENT**

Madelynn Hirneise  
Signature

Date: 5/23/2023

Madelynn Hirneise, CEO  
[Name and Title]

**CITY OF COSTA MESA**

Lori Ann Farrell Harrison  
Lori Ann Farrell Harrison  
City Manager

Date: 6/7/23

**ATTEST:**

Brenda Green 6/12/2023  
Brenda Green  
City Clerk



**APPROVED AS TO FORM:**

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 6/7/23

**APPROVED AS TO INSURANCE:**

Ruth Wang  
Ruth Wang  
Risk Management

Date: 6/7/2023

**APPROVED AS TO PURCHASING:**

Carol Molina  
Carol Molina  
Finance Director

Date: June 2, 2023



**REQUEST FOR PROPOSAL  
NO. 23-12**

**FOR**

**TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**



**Development Services  
CITY OF COSTA MESA**

**Released on February 22, 2023**

## REQUEST FOR PROPOSAL FOR TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM

The City of Costa Mesa (hereinafter referred to as the "City") is requesting Proposals from qualified consultants for tenant based rental assistance (TBRA) program for the Development Services Department. The awarded Contractor, (hereinafter referred to as "Contractor") shall be in accordance with the Sample Sub-recipient Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Sub-recipient Agreement and any solicitation appendix/exhibits. The term is expected to be for one year with an additional one-year renewal option.

### 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 \$206 million and a total budget of \$163.5 million for fiscal year 2022-2023.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 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.

- I. **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).** 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 PlanetBids 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.

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

<b>Release of RFP</b>	<b>February 22, 2023</b>
<b>Deadline for Written Questions</b>	<b>February 28, 2023 at 11:00 a.m.</b>
<b>Responses to Questions Posted</b>	<b>March 7, 2023</b>
<b>Proposals are Due</b>	<b>March 15, 2023 at 2:00 p.m.</b>
<b>Approval of Contract</b>	<b>TBD</b>

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

**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.**

- Minimum two (2) years running a HOME TBRA or similar program.
- Program manager must have a minimum two (2) years running a HOME TBRA or similar program.
- Preference to agency with staff that have Housing and Urban Development (HUD) certification to conduct Housing Quality Standards (HQS) inspections.

**A. 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, 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. Refer to **Appendix A - Scope of Work**, of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
  1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
  2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the Scope of Work, Appendix A.
  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 the tasks specified in the Scope of work.
  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.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight 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 scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
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 in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about proposers' financial capability to perform, and 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.
  1. Identify the members of the staff who will be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
  2. 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 structured cost proposal in a separate cost file. The cost file shall include standard hourly fee schedule, inclusive of all anticipated applicable fees for the types of projects described in this RFP and include classifications or services that can be provided by the proposer.



Proposals shall be valid for a minimum of 180 days following submission.

- **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 Sub-recipient Agreement:** The firm selected by the City will be required to execute a Sub-recipient 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.
- **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

## 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. Cost 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 **2:00 p.m. (P.D.T) on March 15, 2023**. Proposals will not be accepted after this deadline. Proposals received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Proposer

to see that the proposal 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 **February 28, 2023 at 11:00 A.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 ----- 40%**
2. **Qualifications of Experience of the Firm ----- 25%**
3. **Key Personnel ----25%**
4. **Cost Proposal ---- 10%**

**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.

1. **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.
2. **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.
3. **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. Interviews, if held, are tentatively scheduled for the week of **April 3, 2023** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process 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, consultants 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 D** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

- **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.
- **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**.
- **Conditions to Agreement:** The selected Proposer will execute a Sub-Recipient Agreement for Services with the City describing the Scope of Work 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.

- **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**.

- **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

#### BACKGROUND

##### **Purpose of Request for Proposals (RFP)**

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

The City of Costa Mesa (City) identified in its 2020-2024 Consolidated Plan that it would use HOME funds to operate a Pilot TBRA program to assist eligible very low and extremely low-income families to pay rent and other eligible housing costs (the **"Program"**). The City subsequently conducted an RFP process to select a contractor capable of administering the Pilot Program on behalf of the City and the Costa Mesa City Council authorized the award of HOME funds to the newly selected "TBRA Administrator" for the purpose of establishing and operating the Pilot Program starting November 2020.

The April 2020 TBRA Memo that issued HOME COVID-19 suspensions and waivers to facilitate the use of HOME-assisted TBRA for emergency and short-term assistance expired on September 30, 2021, and the agreement with the current TBRA Administrator for the Pilot Program will expire on June 30, 2023.

The purpose of this RFP is to solicit the interest of qualified nonprofit and for-profit agencies who are experienced and interested in providing a TBRA program based on the City's current **TBRA Policies and Procedures, Exhibit 1** which have been updated since the original RFP for the Pilot Program in November 2020. Contract(s) issued as a result of this RFP will be for the City of Costa Mesa's TBRA Program, which will no longer be considered a "pilot program".

##### **TBRA Program Requirements**

TBRA is identified as an activity that is eligible for HOME funding. The TBRA Program provides rental assistance to qualified households to increase housing choice and affordability. The goal of the Program is to provide rental assistance to eligible low, very low and extremely low-income families who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa to attain safe, stable, and sanitary housing in order to prevent homelessness or housing insecurity.

##### **Ineligible Uses of TBRA Funds**

- HOME TBRA may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner.
- HOME TBRA may not be used to prevent the displacement of tenants from projects assisted with HOME Rental Rehabilitation Program funds.
- HOME TBRA may not duplicate existing rental assistance programs. For example, if the household is already receiving assistance under the Section 8 Housing Choice Voucher Program, the household may not also receive assistance under the TBRA program.
- HOME TBRA may not be used to pay rental arrears

### Eligible Beneficiaries

TBRA is limited to households with a gross annual income at or below the 60% AMI HOME income limit for Orange County, as published by HUD annually and released by the Costa Mesa Housing and Community Development Division of the Development Services Department each year after posted by HUD.

U.S. Department of HUD – State: California								
2022 Adjusted HOME Income Limits – Effective: June 15, 2022								
Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area								
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
30% Limit	\$28,500	\$32,550	\$36,600	\$40,650	\$43,950	\$47,200	\$50,450	\$53,700
50% Limit	\$47,450	\$54,200	\$61,000	\$67,750	\$73,200	\$78,600	\$84,050	\$89,450
60% Limit	\$56,940	\$65,040	\$73,200	\$81,300	\$87,840	\$94,320	\$100,860	\$107,340
80% Limit	\$75,900	\$86,750	\$97,600	\$108,400	\$117,100	\$125,750	\$134,450	\$143,100

### Tenant Selection

Eligible households include Costa Mesa residents who are income eligible and meet one of the following definitions:

- At risk of homelessness - low-income households (incomes at or below 60% AMI) with a severe housing cost burden (housing costs equal to 50% or more of their monthly income) or meeting the *HUD At Risk of Homelessness* definition at 24 CFR 91 and having strong ties to the City (live/work/school).
- Experiencing homelessness - meeting the HUD *Homeless* definition at 24 CFR 91, 582 and 583 and having strong ties to the City (live/work/school).

### Contract Period

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

### Program Monitoring and Billing

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

## SCOPE OF WORK

### Introduction

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

### Definition of Terms

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

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

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



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

Category 4: Any individual or family who: a) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; 2) Has no other residence, and c) Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks, to obtain other permanent housing

7. **City of Costa Mesa Homeless:** A Costa Mesa homeless resident is an individual whose most recent permanent primary residence was in Costa Mesa, is a member of Costa Mesa's workforce, or has children attending a Costa Mesa school. A resident with other strong live/work/school ties to the City may be considered on a case-by-case basis.

#### **Contractor/Subrecipient responsibilities**

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

1. Actively market or assist the City with client outreach and program engagement services.
2. Assist individuals and families in completing intake and verification forms accurately.
3. Assist eligible households in housing search efforts by providing services such as compiling and distributing property listings, conducting landlord/owner outreach, accessing resources available within the community, and accompanying clients when they view potential rental units.
4. Inspect units to ensure that such units meet the Program's property standards.
5. Accurately describe the HOME TBRA Program to eligible households and property owners.
6. Maintain a list of referrals.
7. Develop and maintain appropriate and accurate client and administrative records, and make program records available to the City, HUD, and/or Office of Inspector (OIG) for any monitoring or audits that may be required to ensure program compliance.
8. Select participants in accordance with a written participant selection policy that has been approved by the City and maintain a waiting list if the Program meets maximum enrollment.



9. Conduct individual assessments to determine the supportive services needed by each eligible household, which will enable them to be successful in transitioning to and maintaining permanent housing. Examples of support services include (but are not limited to) housekeeping counseling, money management, independent living skills, and tenant obligations to the landlord.
10. If necessary, provide non-English language interpreter to eligible households.
11. Submit client information necessary for the City to establish a line of credit with the U.S. Treasury to fund program and rental expenditures.
12. Submit quarterly program status reports to the City of Costa Mesa including information regarding supportive services provided. The report would be due by the fifteenth day of the month after the end of the quarter.
13. Submit other reports and program information as requested by the City.

#### **City of Costa Mesa Responsibilities**

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

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

**EXHIBIT 1**  
**TBRA POLICIES AND PROCEDURES**



# HOME INVESTMENT PARTNERSHIPS PROGRAM TENANT BASED RENTAL ASSISTANCE (“TBRA”) POLICIES AND PROCEDURES

City of Costa Mesa

*Updated December 2022*

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## Section 1: Costa Mesa HOME TBRA Program Introduction

The City of Costa Mesa is a “participating jurisdiction” under the HOME Investment Partnerships Program (“HOME” or “HOME Program”) and receives HOME funds from the U.S. Department of Housing and Urban Development (“HUD”) under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 USC 12741 et seq., (the “Act”) and 24 CFR Part 92. The purpose of the HOME Program is to increase the supply of decent, safe, sanitary, and affordable housing for very low-income and low-income households; and among the eligible uses of HOME is the provision of tenant based rental assistance (“TBRA”).

In response to the coronavirus (“COVID-19”) pandemic, HUD authorized statutory suspensions and regulatory waivers in the memorandum, *“Suspensions and Waivers to Facilitate Use of HOME-Assisted Tenant-Based Rental Assistance (TBRA) for Emergency and Short-term Assistance in Response to COVID-19 Pandemic,”* issued on April 10, 2020, as amended (the “April 2020 TBRA Memo”) to allow participating jurisdictions to provide emergency TBRA to eligible individuals or families experiencing financial hardship due to economic effects of the COVID-19 pandemic. The City identified in its 2020-2024 Consolidated Plan that it would use HOME funds to operate a Pilot TBRA program to assist eligible very low and extremely low-income families to pay rent and other eligible housing costs (the “Program”). The City subsequently selected Families Forward, Inc. through an RFP process as an eligible “Subrecipient” (as such term is defined in 24 CFR 92.2) capable of administering the Pilot Program on behalf of the City as “TBRA Administrator” (For this manual, the title of “Subrecipient” and “TBRA Administrator” are interchangeable); and the Costa Mesa City Council authorized the award of HOME funds to the TBRA Administrator for the purpose of establishing and operating the Program starting November 2020.

The April 2020 TBRA Memo that issued HOME COVID-19 suspensions and waivers to facilitate the use of HOME-assisted TBRA for emergency and short-term assistance expired on September 30, 2021, however the agreement with TBRA Administrator to provide TBRA to eligible Costa Mesa individuals or families experiencing financial hardship was amended and extended. On June 21, 2022, City staff provided a rental assistance update to City Council including the accomplishments and barriers experienced to date with the TBRA Pilot Program. As a result, the eligibility criteria was expanded and updated in this HOME TBRA Administration Manual.

### 1.0: Program Overview

The TBRA Program provides rental assistance to qualified households to increase housing choice and affordability.

### 1.1: Program Description

The goal of the Program is to provide rental assistance to eligible low, very low and extremely low-income families who are current residents of Costa Mesa, or who have strong community



### 1.3.3 Screening

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

### 1.3.4 Program Orientation

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

### 1.3.5 Inspections

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

### 1.3.6 Program Policies

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

### 1.3.7 Management of TBRA Recipient and Property Owner

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

### 1.3.8 Tenant Selection

The TBRA Administrator must select participants in accordance with a written participant selection policy that has been approved by the City of Costa Mesa Housing and Community Development Division (CM HCD). Once the Program has reached maximum enrollment, a waiting list of prospective eligible households will be maintained.

### 1.3.9 Reporting Requirements

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

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

### 2.6.2 Project Soft Costs

Pursuant to 24 CFR 92.209(a), the TBRA Administrator may also use HOME project funding for its project-specific soft costs associated with determining the income eligibility and assistance amount for assisted tenants and completing property inspections of units occupied by assisted tenants. All requests for project-specific soft costs must be supported by (i) time-sheet documentation for any costs associated with TBRA Administrator staff, (ii) invoices for any third-party costs, and/or (iii) other source documentation (e.g. receipts and mileage logs for travel expenses, etc.). To request payment of allowable costs (i.e. rental or utility assistance), TBRA Administrator shall submit copies of records demonstrating payment by the TBRA Administrator (e.g. copies of checks).

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

### 2.6.3 Administrative Costs

Administrative costs of the Program are eligible only under general management oversight and coordination at 24 CFR 92.207(a), except that the costs of inspecting the housing and determining the income eligibility of the family are eligible as costs of the Program. These include, but may not be limited to, costs associated with coordinating and overseeing the Program; advertising and promoting the Program, including affirmatively marketing the Program pursuant to the requirements of 24 CFR 92.351; maintaining appropriate Program records, including financial records, and submitting progress, financial, and other reporting to the City; taking applications, conducting intake interviews, and otherwise processing applications that do not proceed. Requests for payment of eligible administrative costs must be supported by time-sheet documentation for any costs associated with TBRA Administrator staff, invoices for any third-party costs, and/or other similar documentation. Any travel expenses charged (e.g. mileage, per diem, etc.) must be consistent with the travel requirements listed in 2 CFR 200.474. Administrative costs cannot exceed 10% of the final award amount claimed.

### 2.6.4 Fees to TBRA Recipients Prohibited

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

### 2.6.5 Final Payment

TBRA Administrator shall submit a final payment request no later than thirty (30) days following the end of the Term of the Agreement, consistent with the Program Agreement.

## Section 3: TBRA Program Requirements

### 3.1 Eligible and Ineligible Activities

Tenant Based Rental Assistance, Security Deposit and Utility Deposit assistance are available to eligible households within Costa Mesa City boundaries and when relocating outside City limits. Eligible households include Costa Mesa residents:

The household must make a "minimum tenant contribution" of \$50 per month. However, this minimum contribution can be waived if the household is determined to have a financial hardship. The financial hardship waiver only applies to households paying the minimum tenant contribution. If the tenant paid rent portion exceeds the minimum contribution of \$50, the household is not eligible for a financial hardship waiver.

Financial hardship includes the following situations:

1. *The household would be evicted because it is unable to pay the minimum rent. For a household to qualify under this provision, the cause of potential eviction must be the household's failure to pay rent to the owner or tenant-paid utilities.*
2. *Household income has decreased because of changed household circumstances, including the loss of employment.*



The FY 2023 Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
FY 2023 FMR	\$1,939	\$2,113	\$2,539	\$3,448	\$4,032
FY 2022 FMR	\$1,716	\$1,905	\$2,324	\$3,178	\$3,674

## 4.2 Utility Allowances

Utility allowance schedules are used to determine the portion of the housing costs that will be paid with TBRA and the portion that will be paid by the participant. The utility allowance schedule estimates the average cost of utilities for typical types of housing (single-family, condominium, etc.) and for various utilities and fuel sources (gas, electricity, water, sewer, etc.). Costa Mesa uses the current Utility Allowance Schedule of the Orange County Housing Authority, which is available [here](#) and in [Appendix C](#).

## 4.3 Rent Reasonableness

Rent must be determined to be reasonable to ensure that a fair rent is paid for each unit rented under the program. The following factors will be taken into consideration when determining rent reasonableness:

- Location and age of unit
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (i.e. single family, duplex, condominium, etc.)
- The quality of the unit including quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

2. The CM HCD has chosen to utilize the "Part 5" definition for determining annual income. The annual income definition is found at 24 CFR Part 5.609. The Part 5 definition of **annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.**

Household must be income eligible at the time of lease execution. An income verification is good for six months from the time of verification. If more than six months lapse, the household income must be re-verified.

For additional information on determining income eligibility, refer to the follow resources: Technical Guide for Determining Income and Allowances for the HOME Program and CPD Income Eligibility Calculator on the HUD Exchange

U.S. Department of HUD - State: California								
2022 Adjusted HOME Income Limits - Effective June 15, 2022								
Santa Ana-Anaheim-Irvine, CA HUD Metro FMR Area								
	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
30% Limit	\$28,500	\$32,550	\$36,600	\$40,650	\$43,950	\$47,200	\$50,450	\$53,700
50% Limit	\$47,450	\$54,200	\$61,000	\$67,750	\$73,200	\$78,600	\$84,050	\$89,450
60% Limit	\$56,940	\$65,040	\$73,200	\$81,300	\$87,840	\$94,320	\$100,860	\$107,340
80% Limit	\$75,900	\$86,750	\$97,600	\$108,400	\$117,100	\$125,750	\$134,450	\$143,100

#### 5.4.1 Definition of Annual Income

Annual income is the amount of income that is used to determine a household's eligibility for assistance. Annual income is defined as follows:

1. All Amounts, monetary or not, that go to or are received on behalf of the head of household, spouse, or co-head (even if the household member is temporarily absent), or any other household member; or
2. All amounts anticipated to be received from a source outside the household during the twelve (12) month period following admission or annual recertification effective date.
3. Earned income is counted for all household members age 18 or older. Unearned income (such as benefits and asset income) is counted for all members of the household regardless of age.

- Specify any preferences such as for currently homeless person or other vulnerable populations
- Acknowledge that the program follows the nondiscrimination requirements of the Fair Housing Act, HUD's Equal Access rule, and the Violence Against Women Act (VAWA).
- Identify any screening criteria including income eligibility
- Identify the method by which potential participants apply

## Section 6: Housing Unit Eligibility and Selection

### 6.1 Unit Selection and Transferability

The TBRA Administrator must maximize housing choice when working with households to identify housing opportunities and may not require TBRA-assisted households to select units developed and/or rehabilitated under the HOME program or other affordable housing programs. In addition, the TBRA Administrator may not require TBRA-assisted households to live in units owned or managed by the TBRA Administrator.

Participants must be permitted to move out at the end of the lease term and take their TBRA assistance with them if the 24 month of term of assistance has not expired.

### 6.2 Housing Quality Inspections

TBRA units must be inspected annually by the TBRA Administrator. TBRA Administrators must utilize the Form HUD-52580. Inspections to verify compliance with HQS and occupancy standards must be conducted both at initial move-in and annually during the term of the TBRA assistance.

While the CM HCD does not require that landlords be informed in advance of inspections of their units, The TBRA Administrator may want to discuss this requirement with its landlords when the lease is executed. Maintaining a good relationship with landlords will be an important part of the success of the program.

#### 6.2.1 Lead Based Paint Visual Assessments

Lead Based Paint Visual Assessment Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. On the HQS Inspection form, there is a question for each room in the household regarding the presence of lead-based paint. The TBRA Administrator must ensure that the property owner corrects any conditions identified in the HQS inspection regarding Lead-Based Paint, including stabilizing deteriorated paint identified in the visual assessment. It must be stabilized by properly trained or supervised workers using lead-safe work practices. Visual Assessment Training for Inspectors is available here: [US Department of Housing and Urban Development - HUD - Visual Assessment Training](#)

### 6.3 Failing Inspections

If a unit fails inspection, the responsibility of completing the repairs falls on the owner, and the TBRA Administrator is then required to re-inspect and verify completing. A participant cannot receive TBRA



- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision;
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court;
- Agreement by the tenant to accept supportive services that are offered;
- Language allowing a rent increase without at least 30 day written notice; or
- Language allowing termination of a lease without good cause and at least 30 days written notice.

Landlords and tenants/participants receiving TBRA are required to execute a TBRA lease addendum in order to ensure that these prohibited provisions will not apply to any household receiving TBRA. The TBRA Administrator must keep an executed copy of the lease addendum in each participant's file.

**The following leasing documents must be maintained in each TBRA participant/tenant file:**

- **A signed copy of the lease between the tenant and the landlord.**
- **Lease Addendum:** This document is an agreement between the landlord and the tenant and must be completed prior to submitting set-up paperwork for the household to the City. The addendum must be kept in each tenant file.
- **Rental Assistance Payment Contract ("RAP"):** The RAP Contract is an agreement between the landlord and the TBRA Administrator. TBRA Administrators must complete this contract prior to submitting set-up paperwork for the household to the City. The contract must be kept in each tenant file. This document outlines and voids any prohibited lease language that may be found in the lease.

## Section 7: Parameters of Assistance and Termination

### 7.1 Length of TBRA Assistance

HOME TBRA rental assistance contracts with individual households may not exceed 24 months. The 24 month period begins on the first day of the lease and will end upon termination of the lease.

### 7.2 Annual Recertification

The TBRA Administrator must re-examine the incomes of all program participants annually using source documentation. A re-evaluation of household income, size and composition will determine if the amount of rental assistance must be adjusted according to the circumstances in effect at the time of recertification. If a household's income exceeds the HOME low-income limit (80% AMI) at re-examination, the household is no longer eligible for the HOME TBRA program. The TBRA assistance must be terminated after the TBRA Administrator gives notice of at least 30 days to the tenant and the

### 8.3.1 General Administrative and Financial Records

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

### 8.3.2 TBRA Recipient Records

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

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

### 8.3.3 Records of Other Federal Requirements

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

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

#### **9.4.2 Cost Principles**

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

#### **9.5 Reversion of Assets**

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

#### **9.6 Compliance with Other Federal Requirements**

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

##### **9.6.1 Equal Opportunity and Fair Housing**

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

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

## Appendix A: Application Process

### **Following are the key steps in processing applications for TBRA**

#### **Step 1: Application Intake and Waiting Lists**

The TBRA Administrator follows its written participant selection plan, which explains how local preferences will be applied. Good record-keeping is essential to demonstrate that all eligible families had the opportunity to apply and were treated fairly throughout the application process. The TBRA Administrator must use a TBRA Application Form (click the link for a [sample TBRA Application](#) on the HUD exchange) and retain records on the status of all applications. The City has a sample Application Form, but the TBRA Administrator may utilize their own form with City approval.

#### **Step 2: Eligibility Determinations**

The TBRA Administrator must verify all factors that relate to the family's eligibility -- the household composition, preference and income information provided by the family. The HOME rules require examination of source documents (for example, wage or interest statements) for TBRA households to determine the family's income.

#### **Step 3: TBRA Voucher Issuance**

Once a household is determined eligible and selected to receive assistance, the TBRA Administrator should issue the family a TBRA voucher. This is the family's authorization to look for housing (or to request that the TBRA Administrator approve the unit in which the family already lives). A [sample voucher](#) or rental assistance coupon is available on the HUD Exchange.

#### **Step 4: Request for Unit Approval**

When the participant finds an acceptable unit and a landlord willing to participate in the TBRA program, the participant must submit a request for unit approval. A [sample Request for Unit Approval](#) is available on the HUD Exchange. The TBRA Administrator must inspect the unit to assure that it meets HQS. The TBRA Administrator must determine whether the rent being charged for the unit is reasonable, based upon the rents being charged for comparable unassisted units.

#### **Step 5: Lease Execution**

Once the TBRA Administrator has inspected and accepted the unit and determined that the rent the owner is charging is reasonable, three things must occur:

1. Tenant lease: The landlord and the tenant must enter into a lease.
2. Lease Addendum: The TBRA Administrator must provide the tenant and landlord with a lease addendum to be used in conjunction with the landlord's lease.
3. Rental Assistance Payment Contract: The TBRA Administrator and the landlord must enter into an agreement in which the Landlord agrees to comply with the HOME rules and the TBRA Administrator agrees to make its share of the payment.

## Appendix C: Utility Allowance Schedule



## OCCommunity Resources

### 2023 Utility Allowance Schedule

The following utility allowances will be used by the Orange County Housing Authority for administration of the Housing Choice Voucher Program effective October 1, 2022.

Bedroom	0	1	2	3	4	5
Gas						
Cooking	4	4	7	9	12	13
Heating	16	18	21	22	25	27
Water Heating	9	10	14	20	26	31
Natural Gas Base Charge	4					
Electric						
Basic	30	35	49	65	82	100
Cooking	10	11	17	21	27	32
Heating	19	22	25	28	30	35
Water Heating	21	25	31	37	44	51
Other						
Air Conditioning	11	13	19	23	30	38
Water	45	49	71	104	138	171
Sewer	7	7	7	7	7	7
Trash	23					
Refrigerator	12					
Stove	11					

#### Example Calculation:

For a two-bedroom unit with gas hook-ups for cooking, heating and water heating, the total gas allowance would be  $7+21+14+4=\$46$ . The total Electric would be "basic" at \$49 and other charges (if all were charged to the tenant) would be  $19+71+7+23+12+11=\$143$  for a total utility allowance of  $\$46+\$49+\$143=\$238$ .

The HUD calculated 2023 FMR for a two-bedroom unit includes the utility allowance, so the rent amount listed on the lease for this unit must be below the FMR minus the utility allowance, which is  $\$2,539-\$238=\$2,301$ .

When calculating the tenant portion of the rent, the utility allowance should be included. For example, if the tenant in this unit has a monthly adjusted income of \$1,000 they would be responsible for contributing 30% of their income toward utilities and rent each month. Since the utility allowance for this unit is \$238, the tenant would have a tenant portion of rent of \$62.00.



## Appendix E: Total Tenant Payment and TBRA Subsidy

### **Sample Format for Computing Total Tenant Payment and TBRA Subsidy**

(This form is designed to continue from the Sample Format for Computing Part 5 Adjusted Income, Appendix D)

15.	Rent Standard	15.	
16.	30% of Monthly Adjusted Income ((line 14 + 12) x 0.30)	16.	
17.	Maximum Subsidy (line 15 minus line 16)		17.
18.	Rent Charged by Owner	18.	
19.	Utility Allowance – if Any	19.	
20.	Gross Rent for the Unit (line 18 plus line 19)		20.
21.	Gross Rent minus Maximum Subsidy (line 20 minus line 17)		21.
22.	10% of Monthly Gross Income ((line 1 + 12) x 0.10)	22.	
23.	Total Family Contribution (higher of line 21 or line 22)		23.
24.	Gross Rent minus Family Contribution (line 20 minus line 23)	24.	
25.	Total Voucher Subsidy (lower of line 17 or line 24)		25.
26.	TBRA Payment to Owner (lower of line 18 or line 25)		26.
27.	Family Rent to Owner (line 18 minus line 26)		27.
28.	Utility Reimbursement – if any (line 25 minus line 26)		28.

**APPENDIX B**

**SAMPLE  
SUBRECIPIENT AGREEMENT**

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

THIS SUBRECIPIENT AGREEMENT (the "**Agreement**") is made and entered into as of July 1, 2023 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation of the State of California whose business address is 77 Fair Drive, Costa Mesa California 92626 (the "**City**"), and NONPROFIT, INC., a California nonprofit corporation having its principal office at 123 Street, City, California 92XXX (the "**Subrecipient**").

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

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

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

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

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

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

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

## **SECTION 1: GENERAL PROGRAM DESCRIPTION; ROLES & RESPONSIBILITIES**

### **1.1 Program Description.**

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

### **1.2 City Role & Responsibilities.**

The City is responsible to HUD for the oversight of the Program and compliance with applicable federal requirements, including the HOME requirements outlined in 24 CFR Part 92. This will include, but not be limited to, the following:

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

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

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

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

### **1.3 Subrecipient Role & Responsibilities**

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

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

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

**1.3.3 Screening.** Review individual applications, including income determinations, in accordance with the City's requirements and the HOME requirements in 24 CFR Part 92 to establish applicants' eligibility for the Program and notify applicants of their status;

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

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

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

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

## **SECTION 2: USE AND DISBURSEMENT OF HOME FUNDS**

### **2.1 HOME Award**

As part of this Agreement, the City is providing up to \$135,000.00 in HOME funding for project expenses (i.e. direct costs assisting TBRA recipients) and up to \$15,000.00 in HOME funding for allowable administrative expenses. HOME funding shall be used to provide monthly rental and utility assistance to or on behalf of TBRA recipients and, as applicable, security deposit and/or utility deposit assistance to TBRA recipients entering a new unit. In accordance with federal requirements, this Agreement, and the City's requirements, to the extent applicable.

### **2.2 Term**

The term of this Agreement shall begin upon the Effective Date and continue for a period of one (1) year ending on June 30, 2024. The term may be extended for up to one (1) year upon mutual written agreement of the parties, subject to the availability and/or allocation of HOME funds for the Program. Upon expiration of this Agreement, the Subrecipient shall have thirty (30) days to make final requests for reimbursement. The recordkeeping and reporting requirements of Sections 3.6 and 3.8 respectively, remain in effect in accordance with the terms of those sections.

### **2.3 Anticipated Production**

The City and Subrecipient anticipate at least ~~XX~~ eligible individuals or families will receive assistance under this Agreement. Subrecipient anticipates providing rental assistance to each household for three (3) to six (6) months. Subrecipient may provide assistance to a household beyond such period up to the maximum allowed (24 months) 24 CFR 92.209(e), provided that all HOME and Program requirements are met.

### **2.4 Project Completion Deadlines**



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

## **2.5 Program Income**

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

## **2.6 Disbursement of Funds**

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

### **2.6.1 Reimbursement Basis**

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

### **2.6.2 Project Costs**

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

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

### **2.6.3 Administrative Costs**

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

### **2.6.4 Final Payment**

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

## **SECTION 3: ADMINISTRATIVE AND PROGRAM REQUIREMENTS**



### **3.1 Applicability of Uniform Administrative Requirements**

In performing under this Agreement, the requirements of 2 CFR Part 200 apply to the Subrecipient, except for the following provisions: § 200.306, § 200.307, § 200.311 (except as provided in 24 CFR 92.257), § 200.312, § 200.329, § 200.333, and § 200.334. The provisions of 2 CFR 200.305 apply as modified by 24 CFR 92.502(c). If there is a conflict between definitions in 2 CFR 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern. While not intended to be an exhaustive list, Subrecipient acknowledges that the requirements of 2 CFR 200 include, inter alia, compliance with:

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

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

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

### **3.2 Administrative Funding**

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

#### **3.2.1 Treatment of Income Determination and Inspection Costs**

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

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

### **3.3 Reversion of Assets**

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

### **3.4 Compliance with Other Federal Requirements**

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

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

- (a) The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11963, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 352 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- (b) The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;
- (c) The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- (d) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135;
- (e) The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- (f) The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- (g) The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

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

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

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

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

**3.4.4 Environmental Review.** While the City is responsible for environmental reviews and determinations under this Agreement, Subrecipient will cooperate and assist in documenting the environmental status of each assisted unit, including but not limited to the initial preparation of an *Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5* checklist. In no case will Subrecipient execute an agreement with respect to a specific unit to be assisted without notification from the City that the project is either exempt from environmental review or that needed reviews have been completed.



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

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

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

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

### **3.5 VAWA Regulations**

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

### **3.6 Recordkeeping**

Subrecipient shall maintain detailed records of all its activities under this Agreement, including records on all persons served pursuant to this Agreement, and all required Program records applicable to TBRA assistance that are described in 24 CFR 92.508. Representatives of the City, HUD (including HUD's Office of Inspector General), the Comptroller General of the United States (aka the U.S. Government Accountability Office or "GAO"), or their designees may examine any records or information accumulated pursuant to this Agreement. All confidential information shall be treated as such by all aforementioned City, HUD, or GAO representatives or designees.

Subrecipient will maintain administrative and financial records as required by 24 CFR 92.508, applicable to the activities to be carried out under this Agreement, including but not necessarily limited to:

**3.6.1 General Administrative and Financial Records.**

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

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

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

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



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

### **3.7 Record Retention**

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

### **3.8 Reporting Requirements**

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

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

## **SECTION 4: DEFAULT, REMEDIES, AND TERMINATION**

### **4.1 Default**

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

- (a) Subrecipient fails, in any manner, to fully perform and carry out any of the terms, covenants, and conditions of this Agreement;

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

#### **4.2 Remedies**

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

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

#### **4.3 Termination for Convenience**

In addition to any termination for cause provided herein, this Agreement may be terminated for convenience by the City upon ten (10) days written notice. In the event of termination under this section, Subrecipient shall suspend the collection of applications and execution of agreements with TBRA recipients following receipt of such notice. Subrecipient shall further provide final reporting and a final request for reimbursement within sixty (60) days of any termination under this section. Subrecipient will have no claim of payment or claim of benefit for any cancelled

activities undertaken under this Agreement and shall not be entitled to, and hereby waives, all claims for lost profits and all other damages and expenses.

## **SECTION 5: ADDITIONAL PROVISIONS**

### **5.1 Fees to TBRA Recipients Prohibited**

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

### **5.2 Notice**

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

NONPROFIT, Inc.  
123 Street  
City, CA Zip  
Attn: Nonprofit Contact, Executive Director

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

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

### **5.3 City Liability**

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

### **5.4 Indemnification**

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

Subrecipient shall further indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, suits, actions

or proceedings arising from or relating to any failure of Subrecipient to comply with any applicable laws or regulations.

## **5.5 Insurance**

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

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

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

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



volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Subrecipient's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## **5.8 Compliance with all Laws**

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

## **5.9 Independence of Subrecipient**

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

## **5.10 Binding Effect; Assignment**

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

## **5.11 Amendments**



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

#### **5.12 Interpretation; Entire Agreement**

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

#### **5.13 Applicable Law**

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

#### **5.14 Headings & Pronouns**

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

#### **5.15 Construction**

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

#### **5.16 Severability**

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

#### **5.17 Signature Authority**

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

[Signature page follows.]

**SAMPLE**

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

**SUBRECIPIENT**

\_\_\_\_\_  
Signature Date: \_\_\_\_\_

\_\_\_\_\_  
[Name and Title]

**CITY OF COSTA MESA**

\_\_\_\_\_  
Lori Ann Farrell Harrison  
City Manager Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Green  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Ruth Wang  
Risk Management Date: \_\_\_\_\_

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Carol Molina  
Finance Director Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**SAMPLE**

**EXHIBIT B**  
**SUBRECIPIENT'S PROPOSAL**

**SAMPLE**



**EXHIBIT C**

**DRUG-FREE WORKPLACE POLICY**

**SAMPLE**

## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

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

#### BACKGROUND

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

#### PURPOSE

It is the purpose of this Policy to:

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

#### POLICY

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

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

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

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

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

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

**APPENDIX C  
FORMS**

**Vendor Application Form  
Ex Parte Communications Certification  
Disclosure of Government Positions  
Disqualification Questionnaire  
Company Profile & References  
Bidder/Applicant/Contractor Campaign Contribution**





## VENDOR APPLICATION FORM

FOR

### RFP No. 23-12 TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone

Federal Tax Identification Number: \_\_\_\_\_

City of Costa Mesa Business License Number: \_\_\_\_\_

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

City of Costa Mesa Business License Expiration Date: \_\_\_\_\_

### EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-12 TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM** at any time after **February 22, 2023**.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 22, 2023** with a City Councilmember concerning informal **RFP No. 23-12 TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

### **DISCLOSURE OF GOVERNMENT POSITIONS**

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



## **COMPANY PROFILE & REFERENCES**

### **Company Legal Name:**

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

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

Business Address:

Website Address:

Telephone Number:

Facsimile Number:

Email Address:

Length of time the firm has been in business:

Length of time at current location:

Is your firm a sole proprietorship doing business under a different name: \_\_\_\_Yes \_\_\_\_No

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

Federal Taxpayer ID Number:

Regular Business Hours:

Regular holidays and hours when business is closed:

### **Contact person in reference to this solicitation:**

Telephone Number:

Facsimile Number:

Email Address:

### **Contact person for accounts payable:**

Telephone Number:

Facsimile Number:

Email Address:

### **Name of Project Manager:**

Telephone Number:

Facsimile Number:

Email Address:

## **COMPANY PROFILE & REFERENCES (Continued)**

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

**Company Name:**

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

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Contract Amount:

Email:

Address:

Brief Contract Description:

**Company Name:**

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:



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

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

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

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

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

\_\_\_\_\_  
**Bidder/Applicant/Proposer**

\_\_\_\_\_  
**Date**

**EXHIBIT B**  
**SUBRECIPIENT'S PROPOSAL**



**City of Costa Mesa  
Tenant Based Rental Assistance  
(TBRA) Program  
Proposal  
March 2023**



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## BOARD OF DIRECTORS

**Karin Pearson, Board Chairman**  
Capital Group

**Susan McClintic, Board Secretary**  
First 5 Orange County Commissioner

**Dennis Deslatte, Board Treasurer**  
AECOM Technology Corporation (Retired)

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**Martha Bayer**  
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**Debbie Thomsen**  
Community Leader

**Ryan Warne-McGraw**  
Good Shepherd Lutheran Church

**FAMILIES  
FORWARD**

March 13, 2023

Mayor John Stephens  
City of Costa Mesa  
77 Fair Drive Dr.,  
Costa Mesa, CA 92626

Dear Mayor Stephens,

On behalf of the Board of Directors of Families Forward, I am pleased to submit this proposal for the City of Costa Mesa's HOME-funded TBRA Program. Families Forward is requesting \$150,000 in funding to continue serving Costa Mesa residents through our TBRA Program. We plan to serve 10 Costa Mesa families with housing assistance (rental and security deposits). The funds requested will help provide Costa Mesa families literally homeless and at risk of homelessness with services from our TBRA Program.

Since 1984 Families Forward's mission has remained the same, to prevent and end family homelessness by providing access to housing and resources that create lasting stability. We are a community-based organization that serves families experiencing homelessness with minor-age children. Families Forward has a long-standing reputation in the City of Costa Mesa for providing a high-quality delivery of services that enables each homeless family to build a plan toward independence and stability. Families Forward is well qualified and interested in continuing to provide the TBRA program in the City of Costa Mesa. Families Forward has extensive experience in successfully implementing programs in the City of Costa Mesa and Orange County as a whole, which includes:

- 39 years of experience preventing and ending family homelessness by providing rental assistance.
- Trained and Experienced Care Team with extensive knowledge of providing a Housing First Model.
- Experience in successfully carrying out grants, including but not limited to CDBG, ESG, and TBRA, while remaining compliant with federal standards.
- Developing and providing homeless families with Affordable housing in the City of Costa Mesa through recently developed housing projects "The Residences at 21st Street" and "The Bungalows."





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**Ryan Warne-McGraw**  
Good Shepherd Lutheran Church

# FAMILIES FORWARD

- Altogether, Families Forward currently operates 92 affordable housing units (owned and in partnership) with plans to exceed 100 units in 2023.
- In all cases of government funding, Families Forward has met stated outcome requirements and acted as a responsible steward of grant funds.

In this post-pandemic economic recovery period, Families Forward recognizes that many families are vulnerable to experiencing a financial crisis that can lead to homelessness. Consistent with the City of Costa Mesa's HOME-funded TBRA Program Scope of Work, Families Forward seeks to prevent and end family homelessness. Costa Mesa's TBRA Funds will support Families Forward's work by providing financial assistance, such as rental assistance for 6-12 months. Also, families may receive security and utility deposits. Families Forward is the County's leading organization in offering supportive services and seasonal programs to Costa Mesa families seeking to overcome hardships and provide stability for their children.

If awarded, Families Forward shall manage and execute contracted activities from our administrative office located at 8 Thomas, Irvine, CA 92618, and our satellite location at 1801 E. Edinger Ave, Santa Ana, CA 92705. These locations are within a 5-mile radius of Costa Mesa and consist of Case Managers and Housing Resource Specialists from our housing program who will implement the TBRA program. We certify that this proposal's information and attachments are true and correct. The proposal price will be valid for at least 180 days.

We appreciate the time taken to review this proposal and our continued partnership with the City of Costa Mesa. With your support, we can continue to advance our mission to prevent and end family homelessness by providing access to housing and resources that create lasting stability.

Yours Sincerely,

  
**Madelynn Himeise**  
Chief Executive Officer

### **Background and Project Summary Section:**

What started in 1984 as a humble effort to house families experiencing homelessness in two farmhouses and five rented apartments, has since grown into one of Orange County's most impactful nonprofits. Tackling the pervasive issue of homelessness for families with children, last fiscal year, Families Forward improved the lives of 12,045 individuals. At Families Forward, we see an Orange County where every family has a home and the opportunity to thrive. By linking support with accountability, we believe families can help themselves regain and maintain self-sufficiency. Families Forward has become a county leader in helping families at risk of experiencing homelessness find stable housing while providing comprehensive supportive services. From providing food assistance, career coaching, and mental health counseling, to financial literacy education, we're as committed to strengthening overall well-being as we are to ensuring everyone has a place to call home.

Families Forward utilizes a Housing First model, meaning our first obligation is to collaborate with each family in need to secure housing; once housed, we provide supportive services and resources needed to overcome their unique challenges and achieve economic stability. Clients may access various services—food, housing assistance, counseling, and career coaching—at our program centers in Irvine or Santa Ana. By alleviating the need to travel or solicit multiple organizations for assistance, Families Forward aids the overall health, stability, and long-term success of the families served. In 2021, Families Forward responded to the need for services in central Orange County by opening a second office in Santa Ana to serve as an official Access Point for families. Families Forward follows a “Care Team” approach to case management and supportive services, dedicating multiple staff specialists who work together to help offer wrap around services for each family to increase engagement, client support, and continuity. Housing clients are assigned a team of staff specialists, including a dedicated Case Manager, Housing Resource Specialist, Career Coach, and Mental Health Counselor, as needed.

Our Housing Program offers housing and supportive services to families that are literally homeless or at risk of experiencing homelessness enabling them to achieve economic and housing stability. This comprehensive program provides families various housing solutions, including, brief interim housing support, rapid re-housing assistance, prevention services, and long-term affordable housing opportunities. At Families Forward, we operate on a client choice model, where families are empowered to take the lead with guidance from our dedicated staff on setting goals that are meaningful and attainable for each family's needs. Clients receive access to Families Forward's on-site food pantry, mental health counseling, career coaching, and life skills training ranging from budgeting to parenting skills. Additionally, our prevention services assist families who are at risk of experiencing homelessness. We aim to intervene before a family becomes homeless, providing the tools and resources needed to maintain their current housing. The services offered to families include direct financial assistance, referrals to resources, and case management. In tandem with our Housing Program, Families Forward provides seasonal programs such as our Back-to-School supply distribution event, Thanksgiving baskets with ingredients to make a Thanksgiving family meal, and our Adopt-a-Family Program, giving holiday gifts to children in need.

Families Forward is requesting \$150,000 in funding to continue serving Costa Mesa residents through our TBRA Program. We plan to serve 10 Costa Mesa families with housing assistance (rental and security deposits). Clients will continue to be identified through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan. Also, Families Forward receives client referrals from the City of Costa Mesa and the Family Solutions Collaborative Coordinated Entry System (Family CES). To qualify for the program, families must be residents of Costa Mesa, have at least one child under the age of 19, and be literally homeless or at-risk of homelessness. Families benefiting from the program will receive medium-term rental assistance for an initial term of approximately 6-12 months. Families Forward may also assist with security deposits and provide additional supportive services. Families are eligible to receive assistance if they are low (income at or below 60% AMI), very low (income at or below 50% AMI), and extremely low-income (income at or below 30% AMI) who are current residents of Costa Mesa, or who have strong community ties to Costa Mesa. Community ties will be determined based on the individual's previous or current permanent residence in Costa Mesa, currently homelessness in Costa Mesa, child's enrollment in school, and current employment. The TBRA grant will help advance the mission of Families Forward, to prevent and end family homelessness by providing access to housing and resources that create lasting stability.

#### **Method of Approach**

- 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.**

As the current TBRA provider for the City of Costa Mesa, Families Forward has the capacity to immediately begin this new award and start serving Costa Mesa families with no start-up or transition period.

#### **(i) TBRA Enrollment Process**

Costa Mesa Families at risk of or experiencing homelessness can seek Families Forward's TBRA program services through direct referral (City, walk-ins, or other agency referral) or the Family Solutions Collaborative. Families Forward is a founding member of the Family Solutions Collaborative (FSC), a coalition of 24 community-based organizations (CBOs) with the same mission to end family homelessness in Orange County. Families throughout the County are engaged daily through the FSC open Access Points, which are made up of seven (7) CBOs in the Orange County Family Coordinated Entry System (FCES), which serves as a one-stop center for all housing needs for a family each offering access to prevention, diversion, and housing navigation services. Due to Orange County's large size, the County is divided into three (3) sub-regions: North, Central, and South Service Planning Areas (SPAs). Families Forward is the only CBO in Orange County to serve as an access point in two SPAs, the Central SPA (Santa Ana office) and South SPA (Irvine office). FSC manages the FCES to ensure families can access housing support services in an equitable, timely, and coordinated manner, designed to connect



families experiencing a housing crisis with the appropriate available housing services. The FCES ensures that vulnerable families receive resources without calling or visiting several agencies.

Costa Mesa residents are members of the Central SPA and are often referred to our agency at our Santa Ana location through the Coordinated Entry System (CES) or direct referral from the City of Costa Mesa. Families can seek our services in a few ways, through FSC's website, 2-1-1 OC, or calling an Access Point directly. Once families complete and submit the Family Service Request Form on the FSC website, the family's information is directly sent via email to a Family Service Navigator at their nearest Access Point. Through this coordinated and collaborative referral process, the County can utilize resources efficiently and without duplication of services because the Access Point is a one-stop service provider for families in need. Access Points are not emergency services providers, but we often respond within two (2) business days.

Once Families Forward receives the client's request for services from FSC or the City of Costa Mesa, the Case Manager will assess the type of service the client may need. If a client could benefit from the TBRA program, one of our Housing Program Case Managers will conduct a detailed intake. During the intake process, the Case Manager will confirm the client's income eligibility by verifying the income level as low, very low, or extremely low by reviewing the client's check stubs, bank statements, tax documents, and/or award letters for fixed or non-earned income. The Case Manager will verify if the family are current residents of Costa Mesa or have strong community ties to Costa Mesa (currently homeless, employed, children attending school, or previous/current permanent residence in Costa Mesa). Next, clients are asked to gather income documentation listed above and submit it. After eligibility has been determined and required documents are collected, the clients are enrolled in the Families Forward TBRA Program.

#### **(ii) Marketing Plan and Partners**

The Families Forward TBRA Program will be able to reach Costa Mesa residents through marketing and outreach. Families Forward gives and receives referrals within a network of county, city, and private agencies, including county and city social services, local unified school districts, WIC (Women, Infants, and Children), 2-1-1 Orange County, and the Coordinated Entry System (CES). Additionally, our Case Managers and fund development team connect with over 75 organizations, schools, churches, and businesses each year through speaking engagements, personal outreach, our website, email marketing, social media, and brochures. Families Forward has bilingual staff members and volunteers who translate and aid in communicating information to clients. However, regardless of the marketing method, if families are directly referred from the City of Costa Mesa, our Case Managers will conduct an intake and enroll the client into the TBRA program. At Families Forward, we have an open door for all families that referred or walk-ins.

Our Housing team, connects and maintains supportive relationships throughout Orange County with more than 75 organizations, schools, churches, property managers, landlords, and businesses each year through speaking engagements, personal outreach, our website, email marketing, social media, and brochures. We partner with the City of Costa Mesa, Family

Solutions Collaborative (FSC), Serving People In Need (SPIN), Project HOPE Alliance, Network for Homeless Solutions (NHS), Hoag Memorial Hospital Presbyterian, Newport Mesa Family Resource Center, and Newport Mesa Unified School District.

### **(iii) TBRA Program Management**

Services provided through the Families Forward TBRA program are monitored through the Homeless Management Information System (HMIS) client data system at regular intervals. Families Forward has used the HMIS system for over ten years to enter and maintain client data and obtain and report required programmatic information and data monthly and annually. Families Forward Case Managers track the progress of TBRA clients by entering weekly case notes and monthly case notes once clients are securely housed. Also, services like case management and housing navigation are entered into HMIS. The Housing Program Manager meets with case managers weekly to review their individual cases. During these meetings, the housing program manager assesses each family's barriers and strategizes how the case managers can best support and approach each family's unique barriers.

The Housing Program Manager measures each family's progress through both their participation and outcomes. For example, each family is progressing toward achieving established goals (improving credit, connecting to childcare, following up on resources provided, and other specific goals), following up on housing leads, and working with career coaches to obtain employment and improve income. Lastly, the Housing Program Manager works closely with the Data and Compliance Department to track housing and move-in dates, changes in participants' income, enrollment, spend down rate, clients served, staff billing, and other necessities to ensure that Families Forward is meeting the needs of each family in our TBRA program and accomplishing grant deliverables.

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

Families Forward conveniently provides a one-stop center where we can assist with all of our client's needs, not just housing assistance. At Families Forward, families have access to our on-site food pantry, mental health counseling, career coaching, financial literacy, and life skills training ranging from budgeting to parenting skills. Services are provided for each family member, allowing dependents to take advantage of Families Forward's mental health counseling. In addition to a Case Manager, each family receives services from a trained Housing Resource Specialist. The Families Forward Housing Resource Specialist and Case Manager will work as a team and begin meeting together with the family from the inception of enrollment. The Housing Resource Specialist will conduct a housing assessment, identify locations, housing preferences, etc., and work with the client and community partners/landlords to find an acceptable unit. The Case Manager will work with the family to provide supportive services while they are pending housing. The Housing Resource Specialist and Case Manager will coordinate their care intensively during the housing navigation phase. Once a family secures housing, the Housing Resource Specialist will focus on the client landlord/community partner relationship while the Case Manager will work with the family on other client needs; however, the Case Manager and Housing Resource Specialist stay in constant communication and work with each other to best

support the family. The collaborative partnership between the Housing Resource Specialist and Case Manager is vital to the family's success. Thus, they work together as a team until the family exits the program.

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

At Families Forward, we understand that our clients arrive to us with high barrier needs due to the housing crisis. We aim to put the family and their needs first and provide the client with the best service possible. Within the Families Forward Housing Program, we have Spanish bilingual staff readily accessible to assist clients with language barriers. Also, with funding from another source, Families Forward will have a subscription with Boostlingo to offer to all our clients. Through Boostlingo our clients will have access to video remote interpretation and over-the-phone interpretation with access to many languages and professional interpreters. Throughout their enrollment in the TBRA program, we make sure to contact clients until rental assistance ends, which is usually post-housing move-in. Families Forward is often the first and even the only responder to families at-risk or experiencing homelessness. Families are coming off the streets, sleeping house to house, living in cars, and lacking food. Experiencing homeless can cause and trigger trauma, and many of our clients need permanent supportive services from the start of the TBRA and even after obtaining permanent housing. Thus, our Mental Health Counselors provide much-needed support and assistance for children and their parents during times of crisis. Career Coaches are vital to families that have seen their income decrease.

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

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

- Conduct client marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan.
- Process referrals for eligibility received through the Coordinated Entry System and City.
- Screen families for eligibility. To qualify families must be residents of Costa Mesa or work in the city and have at least one minor-aged child.
- Conduct an assessment of housing needs.
- Develop a housing plan.
- Provide Housing Navigation support to secure housing.
- Provide 6 to 12 months of rental assistance.
- Support client/landlord relationship.

- Assess and offer case management services.
- Provide supportive services as deemed necessary, such as access to our food pantry, educational workshops, and counseling.

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

Families Forward will seek the following tasks from the City of Costa Mesa:

- Processing of Reimbursement Requests.
- Specific information to be included in quarterly reports.
- Continuation of Monthly Collaborative Meetings with the City of Costa Mesa Staff and grantees.
- The City of Costa Mesa potential client referrals.
- The City of Costa Mesa support in marketing the Families Forward TBRA Program to residents.

Families Forward does not require the City of Costa Mesa staff to perform duties in relation to the scope of work as outlined in the RFP.

**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.**

Since the COVID-19 Pandemic, Families Forward has slowly started to return to our preferred method of in-person, face-to-face meetings with our clients. However, we understand that sometimes obstacles, such as illness or lack of transportation, prevent clients from having face-to-face meetings. Our hybrid model (virtual and in-person) allows clients the flexibility to participate in the enrollment process and receive supportive services. We continue to provide clients with services without interruption, including conducting meetings with clients and partners over the phone or through video conferencing, digitizing our forms, and implementing electronic signatures.

We offer families who are residents of Costa Mesa or have strong community ties to Costa Mesa top priority in being placed in one of our Affordable Housing Apartments in Costa Mesa. Families can select from the Residence of 21<sup>st</sup> Street or The Bungalows if any vacancies are available.

Families Forward is the only CBO in Orange County to serve as an access point in two SPAs, the Central SPA (Santa Ana Office) and South SPA (Irvine Office). This allows us to reach more clients around the City of Costa Mesa; whether they are located near the border of Santa Ana or Irvine, they can travel to either office. Apart from mental health counseling, all services can be conducted remotely at a safe location with families and the case manager. Also, our case managers can deliver food from our pantry to clients in need who may not have transportation.

Families Forward receives a recidivism report from the Homeless Management Information System (HMIS) twice per year, which allows us to track whether families served remained stably housed. Case managers conduct pre- and post-program surveys to document this data. Additionally, services provided through this program are monitored through the HMIS client data system at regular intervals. Families Forward has used the HMIS system for over ten years to enter and maintain client data and obtain and report required programmatic information and data monthly and annually.

**Qualifications & Experience of the Firm:**

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

Families Forward is a 501(c)3 non-profit entity located at 8 Thomas, Irvine, CA 92618, and was incorporated in California. Families Forward was incorporated under the name Irvine Temporary Housing, Inc. on November 30, 1984. In 2021, we opened our satellite office at 1801 E. Edinger Ave, Santa Ana, CA 92705. Officers of Families Forward include Madelynn Hirneise, Chief Executive Officer; Nishtha Mohendra, Chief Program Officer; Elizabeth Childs, Chief Operating Officer; and Michele Silva, Chief Advancement Officer. We have been conducting business at our current Irvine location since May 2013.

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

Not Applicable to Families Forward.

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

Not Applicable to Families Forward.

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

Not Applicable to Families Forward.

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

For 24-1/2 years, Families Forward has conducted business under its 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 scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.**

**Contract 1:**

Costa Mesa Tenant Based Rental Assistance Program

**Description:**

Families Forward currently has one Tenant Based Rental Assistance Program with the City of Costa Mesa. The program is funded through HOME funds from the United States Department of Housing and Urban Development (HUD). We identify clients through marketing and outreach activities in accordance with HUD's Affirmative Fair Housing Marketing Plan and report marketing and outreach efforts in quarterly reports submitted to the City of Costa Mesa. In order to qualify for the City of Costa Mesa TBRA program, families must be residents of Costa Mesa, have at least one child under the age of 19 and be literally homeless or at risk of homelessness. Families are referred through the Huntington Beach Homeless Task Force and Orange County's Coordinated entry system. Families entered into the program receive rental assistance for an initial term of 6-12 months, which can be extended up to 24 months. Families Forward may also assist with security and utility deposits and provide additional supportive services. Clients receive access to Families Forward's on-site food pantry, mental health counseling, career coaching, and life skills training ranging from budgeting to parenting skills. Services are provided for every member of the family, allowing teens and children to take advantage of Families Forward's mental health counseling. In addition to a Case Manager, each family receives services from a trained Housing Resource Specialist. Our Housing Resource Specialists have built trusted relationships with landlords, community developers and property managers in our community, enabling them to act as not only advocates for families, but to provide support and mediation for the landlord partners themselves. Additionally, Families Forward provides seasonal programs such as our Back-to-School supply distribution event, Thanksgiving Baskets and our Adopt-a-Family Program, providing holiday gifts to children in need.

**Length of time services were provided:**

November 8, 2020 – 06/30/2023

**Contact Name:** Jackqueline Nguyen

**Title:** Buyer

**Telephone Number:** 714-754-5630

**Contract 2:**

Huntington Beach Tenant Based Rental Assistance Program

**Description:**

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

**Length of time services were provided:**

October 1, 2018 – 06/30/2023

**Contact Name:** Julie Paik

**Title:** Housing Analyst

**Telephone Number:** 714-536-5470

**Contract 3:** U.S. Department of Housing and Urban Development Rapid Re-Housing Project

**Description:**

Families Forward's Rapid Re-Housing Project is based on research/recommendations from the National Alliance to End Homelessness, directives from the U.S. Department of Housing and Urban Development and trajectory of the Orange County Continuum of Care, following a Housing First Model. Our client-centered focus aims to maximize a family's chances of remaining stably housed. HUD funding supports 50 Rapid Re-Housing households in housing throughout all cities in Orange County. This program targets literally homeless families coming from the streets, shelters, and other places unfit for human habitation. Families Forward staff work with clients to conduct assessments to create a stabilization plan. A Housing Resource Specialist helps identify housing the client can afford upon completion of program and in their preferred communities to maintain the children's enrollment in school and support network of family and friends on whom they may rely for childcare, emotional support and other critical needs. Effort is made to place families without cars near public transit, grocery stores, etc. All units meet HUD's High-Quality Standards protocol. As needed, families receive case

management, food assistance, mental health counseling, financial/life-skills education, and one-on-one career coaching. Additional resources are made available to families, including medical services by volunteer healthcare providers and participation in our seasonal programs, providing school supplies in the fall and gifts for the holidays. Program participation is short term and ranges from 3 to 6 months.

**Length of time services were provided:**

July 1, 2015 – June 30, 2023

**Contact Name:** Ester Dela

**Title:** Community Planning & Development Representative

**Telephone Number:** [REDACTED]

**Contract 4: First5 Orange County Rapid Re-Housing Project**

**Description:**

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

**Length of time services were provided:**

July 1, 2014 – June 30, 2023

**Contact Name:** Anila Neumeister

**Title:** Consultant

**Telephone Number:** [REDACTED]

Background investigations are not conducted on Families Forward contracts.

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

Since 1984, Families Forward has helped to prevent and end family homelessness by providing access to housing and resources that create lasting stability. Beginning with five rented apartments in Irvine, Families Forward owns or is in partnership with 92 affordable housing units with plans to exceed 100 units by the end of 2023, with two (2) Families Forward owned, 16 total affordable housing units in Costa Mesa. In addition, we provide a comprehensive array of supportive services, including an on-site food pantry, one-on-one career coaching, mental health counseling, free access to acute health services as needed, and financial support to solve childcare and transportation challenges. During our recently completed 2022 Fiscal Year, we

successfully prevented or ended homelessness for 679 families across Orange County (2,354 children and their parents) and provided services to over 12,045 individuals. Since 2021, we have administered a Tenant-Based Rental Assistance Program for the City of Costa Mesa and various similar programs throughout Orange County. Families Forward has over three decades of experience utilizing and administering public funds. Our organization receives grants from local, county, and federal entities. Program, Accounting, and Fund Development staff monitor the usage of all funding sources and provide quarterly reporting. Families Forward has been a responsible steward of grant funds and is subject to A-133 audits. During the A-133 audits, there were no findings, and our most recently audited financial statement is included in this application. Families Forward has continuously improved our financial process for tracking grants by expanding and enhancing our Department of Data and Compliance. We recently hired a full-time Director of Data and Compliance to conduct data analytics to uncover program trends, understand performance, help monitor and manage the goals, financial spend down, compliance of our documents, and overall discover useful next actions to help Families Forward achieve our fundraising, grants, and donor stewardship goals.

**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.**

To help end homelessness in Costa Mesa, Families Forward has significantly increased the number of affordable housing units. In December 2019, we completed work on The Residences at 21st Street, located at 116 and 120 E. 21st Street in Costa Mesa. The Residences at 21st Street became home to 8 low-income families (23 individuals) at the end of 2019. Families Forward owns and operates this property, consisting of 8 units with 16 bedrooms.

In partnership with the City of Costa Mesa, Families Forward recently completed our newest development, The Bungalows, in December 2022. The Bungalows are located at 2039 Pomona Avenue in the City of Costa Mesa. In Spring 2023, the Bungalows can house up to 34 low-income residents at below-market rent. The property is a good mix of diverse unit sizes, including four 1-bedrooms, three 2-bedrooms, and one 3-bedroom, allowing Families Forward to house families of all sizes. Each unit has one dedicated parking space included in the cost of the rent. The units are owned and operated by Families Forward.

In 2022, we successfully prevented or ended homelessness in Costa Mesa by assisting 11 families (33 individuals) in finding housing, providing 18 families (66 individuals) with prevention services, and providing 49 unduplicated families (156 individuals) with access to our food pantry. Additionally, through our seasonal programs in 2022, 1,272 children received new school supplies, we provided 875 families with the fixings to make a Thanksgiving meal, and we provided 2,404 children of the families we served through our Adopt-a-Family program with gifts this recent holiday season. As a result of the safety net services provided by Families Forward, including career coaching, counseling, and access to the food pantry, as well as support

from Case Managers, Family Navigators, Mental Health Counselors, and Housing Resource Specialist, families continue to achieve housing stability even during these uncertain times.

With inflation continuing to rise, food-insecure families and individuals need more affordable food resources than ever. Families Forward helps ease this burden by providing free, nutritious food to low-income children, adults, and seniors through our food pantry. In 2022, Families Forward provided 32,820 meals to Orange County residents, including 500 meals to Costa Mesa residents in need, through our food pantry. Families Forward's Food Pantry offers common staple foods to food-insecure individuals and families, such as peanut butter, beans, canned vegetables, pasta, and soup. In addition, fresh produce, diapers, dairy, and bakery items are provided when available through collaboration with local partners. Families Forward provides each household seeking food assistance with five meals at approximately \$50 per bag. Due to the increase in demand, individuals and families can access food once a week and diapers once a month. Setting us apart from other organizations, Families Forward does its best to provide a breadth of services that aids the overall health, stability, and long-term success of families, which removes the need to seek assistance from multiple organizations.

In 2021, Families Forward increased access to families seeking services in Central Orange County by opening an Access Point in Santa Ana. In June 2022, Families Forward moved our satellite office in Santa Ana to the Big Brothers Big Sisters building off Edinger Ave. This office serves as a much-needed Access Point for central Orange County, with a dedicated team of Case Managers available to support all families through prevention, diversion, housing navigation, and case management services. We also intend to provide access to emergency food assistance at this location soon.

#### **Financial Capacity**

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

Families Forward will provide sufficient data in the event of an evaluation of our organization's financial capabilities.

#### **Key Personnel**

**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.**



The Families Forward staff leading this proposed program are Housing Program Manager Kathy Lopez and Senior Case Manager Ruby Lara. Ms. Lopez is a University of California, Riverside graduate with a Bachelor of Arts in Psychology. Ms. Lopez has almost 10 years of experience housing individuals at risk or experiencing homelessness. As the Housing Program Manager, Ms. Lopez is responsible for coordinating, managing, and supervising case management services and the rapid rehousing program for Families Forward. A key component is ensuring Families Forward complies with grant goals and data metrics. Ms. Lopez organizes cross-team collaboration, internally and externally, with our community partners, leading program initiatives, benchmark-setting, and program planning to ensure families become permanently housed and achieve self-sufficiency. Ms. Lopez may be contacted at 949-936-9015 or through email at [klopez@families-forward.org](mailto:klopez@families-forward.org).

Ms. Ruby Lara earned her Bachelor of Arts in Human Services from California State University, Dominguez Hills. Ms. Lara has almost 15 years of extensive experience working with military families, homeless youth, housing individuals experiencing homelessness, and mental health. Ms. Lara's duties as a Senior Case Manager include supporting the case management team with troubleshooting situations and finding solutions through weekly case conferencing meetings. She assists case managers with establishing connections with outside agencies and resources that can benefit the clients served. In addition to supporting the case managers, Ms. Lara also carries a caseload where she meets with families to help support them to self-sufficiency. Ms. Lara may be contacted at 949-743-3602 or by email at [rlara@families-forward.org](mailto:rlara@families-forward.org).

Please see **Attachment A** for Key Personnel Resumes.

#### **Cost Proposal**

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

See Cost Proposal under **Attachment B**.

#### **Disclosure**

**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.**

Families Forward has no current knowledge of current, past, or ongoing business relationships between our organization and current Costa Mesa elected officials, appointed officials, or City employees.

#### **Sample Sub-recipient Agreement**

Families Forward has no exceptions or conditions to the agreement.

**ATTACHMENT A:  
RESUMES OF KEY PERSONNEL**

Dedicated individual with experience in managing a case manager/housing resource specialist team. Proven track record of helping clients successfully navigate their transitional journey to self-sustainability. Result driven and innovative leader, who enables teams to achieve common goals.

## Highlights of Expertise

- Relationship Building
- Leadership & Training
- Conflict Resolution
- Event Coordination
- Community Outreach
- Adaptable & Goal Oriented
- Policy Development
- Time Management
- Bilingual - Spanish

## Experience

### HOUSING PROGRAM MANAGER, FAMILIES FORWARD; IRVINE, CA — Sept 2022–

- 🔧 Hire, train, manage, and evaluate a team of Housing Program case managers ensuring the team consistently provides high quality, Trauma Informed Care services with a constant focus on Housing First approaches to ending family homelessness.
- 🔧 Collaborate with partner and outside agencies, cities and housing authorities across OC monitor program deliverables
- 🔧 Meet with staff to discuss and support client's appropriate housing options, funding, and resource coordination
- 🔧 Ensure that all grant required documentation is maintained appropriately and that all case files are current and compliant with grant requirements. Evaluate the entry, storage, retrieval, and quality control of client information in HMIS.
- 🔧 Assist team during one on one meetings with assessing families' challenges, strengths, and areas where they may need assistance
- 🔧 Monitor financial transactions and budget spending related to the RRH and EHV program grants
- 🔧 Track, report on, and adjust programs as necessary based on weekly/monthly/annual program progress to maximize impact

### EMERGENCY HOUSING VOUCHER MANAGER, FAMILIES FORWARD; IRVINE, CA — DEC 2021–

- 🔧 Oversee and train EHV staff on the EHV flow, requirements, goals, and system performance measures
- 🔧 Regularly attend weekly and other meetings with PHAs and help represent Families Forward
- 🔧 Meet with staff to discuss and support client's appropriate housing options, funding, and resource coordination
- 🔧 Participate and prepare for grant monitoring and audits as they relate to funding sources
- 🔧 Monitor financial transactions and budget spending related to the EHV program grants
- 🔧 Partner with leadership team to oversee program evaluation, metrics, best practice evolution, and system improvements

### SENIOR HOUSING RESOURCE SPECIALIST, FAMILIES FORWARD; IRVINE, CA — MAR 2021– DEC 2021

- 🔧 Lead day to day coordination of the HRS team, case load assignments and trainings, ensure team follows protocols
- 🔧 Collaborate with Senior Case Manager in the monitoring and tracking of program delivery in relation to grant requirements
- 🔧 Collaborate with Data Specialist in the collection, maintenance, compliance of all grant requirements, and reporting of metrics
- 🔧 Report to HRM on the status of collaborative programs with partnering agencies
- 🔧 Carry a case load of clients, approximately 10-15, and maintain appropriate records
- 🔧 Identify strategies to create and strengthen relationships with Private Landlords and the community

### HOUSING RESOURCE SPECIALIST, FAMILIES FORWARD; IRVINE, CA — AUG 2020 – MAR 2021

- 🔧 Assess housing barriers of individuals and families experiencing homelessness to determine housing, support clients in locating and securing permanent housing
- 🔧 Provide clients with tenant screenings, financial literacy, and tools for successful housing placement
- 🔧 Assist in keeping communication lines open between shelter agencies, housing providers and clients
- 🔧 Conduct monthly home visits to units to ensure stability, monitor lease violations, and provide preventative maintenance
- 🔧 Create and maintain consistent communication with landlords, provide mediation with landlords on client's behalf
- 🔧 Facilitate Tenant Education for the community

### SUPERVISOR/LEAD HOUSING STABILITY SPECIALIST, MERCY HOUSE LIVING CENTERS; SANTA ANA, CA — FEB 2019 – AUG 2020

- 🔧 Facilitated onboarding, training, and professional development of new Housing Stability Specialists
- 🔧 Managed daily operation in Program Managers absence
- 🔧 Aided with financial tasks including check writing, approval, and distribution
- 🔧 Fostered positive, growth-oriented individual and team relationships

- Supported and mentored staff in the resolution of challenging client issues
- Ensured staff was well-versed in all applicable community resources available to clientele
- Conducted quarterly compliance audit of staff case management files

**HOUSING STABILITY SPECIALIST, MERCY HOUSE LIVING CENTERS; SANTA ANA, CA — OCT 2017– FEB 2019**

- Provided comprehensive Case Management services including initial needs assessment, benefit assessment, housing objectives, tenant education, advocacy, and referrals
- Developed specialized individual case management, financial planning, and housing goals with individuals and families
- Conducted initial HUD compliance inspection and monthly safety assessments of client living spaces
- Attended weekly Coordinated Entry System meetings to advocate resources for clients and collaborated with various county agencies
- Assisted clients in searching for housing leads and facilitated relationship between landlords and client

**RESIDENTIAL SERVICES COORDINATOR, MERCY HOUSE LIVING CENTERS; SANTA ANA, CA — JAN 2016 – OCT 2017**

- Provided daily hour for adult services, hold monthly workshops for residents, identify household needs and outreach to fulfill requests, maintain effective relationship with Housing Authorities and Supportive Agencies
- Planned and implemented a daily After School Program for kids, tutored, provided homework assistance, planed weekly crafts and workshops, promoted positive behavior choices
- Coordinated all holiday and community building events
- Conducted outreach to local business for donations, maintain and organize donations

**A.M. LOGISTICS COORDINATOR, MERCY HOUSE LIVING CENTERS; SANTA ANA, CA – OCT 2015 – JAN 2016**

- Assisted overnight coordinator in waking up clients and preparing them for daily exit
- Prepared breakfast packs each morning
- Organized storage of shelter operation equipment and supplies, completed walk through of site before leaving

## Education

University of California Riverside, Riverside, CA — BA, Major in Psychology, 2013

## **Ruby Lara**

**Buena Park CA 90620** [REDACTED] | [REDACTED]

### **Education**

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**Bachelor of Arts, Human Services**

Concentration in Mental Health Recovery

California State University Dominguez Hills; Carson, CA

**Associate's of Arts, (Direct Transfer)**

Pierce Community College; Puyallup, WA

### **Professional Experience**

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**Senior Case Manager**

**10/2023-Present**

Families Forward- Irvine, CA

- Oversight of the day-to-day coordination of Case Management teams
- Assign and manage caseload for Case Management team alongside Housing Program Manager
- Assist and collaborate with Housing Program Manager in the monitoring and tracking of program delivery in relation to grant requirements.
- Audit Case Management team files for data accuracy and compliance
- Prepare agenda and data for monthly Case Management meeting reviewing pending, move-in and general case conferencing
- Carry a caseload of clients, approximately 10-15, develop individualized service plans with monthly goals sheets for each family

**Case Manager**

**07/2020- 10/2023**

Families Forward- Irvine, CA

- Provided case management services to Families and Veterans experiencing homelessness enrolled in Rapid Rehousing Program
- Developed individualized service plans and monthly budgets with Families to obtain self-sufficiency.
- Assess families' challenges, strengths, and areas where they might need assistance with assessment tools such as VISPDAT, Matrix and NICFAST
- Collaborate with SFSC Partners and maintain external trackers critical for monitoring grant deliverables
- Assist Senior Case Manager with technical duties, trainings for CM Team and internal audits and processes

**Youth Supervisor**

**01/2019- 05/2021**

Casa Youth Shelter- Los Alamitos, CA

- Provided residential services to youth in crisis ages 12-17
- Recorded and communicated pertinent information regarding clients to clinical team
- Operated crisis pre-intake phone interviews and perform intakes with youth
- Intervene in client crises under the direction of shelter manager and clinical director

**Transitional Age Youth Mentor- Internship**

**12/2019- 05/2020**

Mental Health Association of Orange County- Santa Ana, CA

- Provided one-on-one counseling for youth ages 12-17 who have been diagnosed with major depression, anxiety disorder and body dysmorphic disorder
- Individualize daily and monthly goals for each client based on personality, interest and history



- Work with clinical team providing monthly case notes highlighting client's outing and progress

#### **Outreach Coordinator - Internship**

**08/2019- 12/2019**

Casa Youth Shelter- Los Alamitos, CA

- Provided outreach services and information about program to agencies and community members
- Assisted in organization and executing Youth Leadership Conference attended by over 400 youth
- Executed presentation using DBT on coping skills and mindfulness to local Orange County High Schools

#### **Assessment Technician**

**06/2017- 01/2018**

University of Minnesota Adapt Research Project- Joint Base Lewis McChord, WA

- Administered assessments to military children and families
- Facilitated family interaction task and questionnaires to compile reports for research team

### **Work Experience**

#### **Military Police Officer/ Investigator**

**03/2009 – 03/2015**

United States Army – Ft Bliss TX, Ft Wainwright, AK

- Conducted and closed cases in a community of 10,000+ soldiers, family members and civilians
- Performed interviews and interrogations and gather imperative information on child abuse/neglect and domestic violence cases

### **Awards, Training and Skills**

**Domestic Violence Training (40hrs)**

**CTI Training**

**Dean's List: (4 years)**

**Army Commendation Medal**

**Language: Fluent English and Spanish**

**De-escalation Training**

**Mental Health First Aider**

**President's List: (4 years)**

**Army Achievement Medal (2)**

## **ATTACHMENT B: COST PROPOSAL**

### Cost Proposal

Task	Description	Price per Case
A.	Rental Assistance	\$10,000
B.	Utility Assistance	\$0
C.	Security Deposits	\$2,000
D.	Housing Quality Standards (HQS) Inspections	\$500
E.	Income Eligibility Screenings	\$1,000
F.	Other Administrative Costs	\$1,500
Total Estimated Cost Per Household (Sum of A – F)		\$15,000
Estimated Number of Households to Assist		10
<b>TOTAL PROPOSED</b>		<b>\$150,000</b>

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



## VENDOR APPLICATION FORM

### FOR

#### RFP No. 23-12 TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM

TYPE OF APPLICANT: ☐ NEW ☒ CURRENT VENDOR

Legal Contractual Name of Corporation: Families Forward

Contact Person for Agreement: Natalie Rodolfo

Title: Grant Compliance Manager E-Mail Address: nrodolfo@families-forward.org

Business Telephone: 949-716-5867 Business Fax: 949-552-2731

Corporate Mailing Address: 8 Thomas

City, State and Zip Code: Irvine, CA 92618

Contact Person for Proposals: Sandra Davidson

Title: Government Grants Manager E-Mail Address: sdavidson@families-forward.org

Business Telephone: 949-743-3602 Business Fax: 949-552-2731

Is your business: (check one)

☒ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☒ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Karin Pearson	Chairman of the Board	949-317-0929

Susan McClintic	Secretary of the Board	949-317-0929
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Please see Attachment C for a full list of Board Members

Federal Tax Identification Number: [REDACTED]

City of Costa Mesa Business License Number: N/A

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

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



## **ATTACHMENT C: BOARD ROSTER**

# FAMILIES FORWARD

UNTIL EVERY FAMILY HAS A HOME

## Board of Directors 2022-2023

### Officers

**Karin Pearson**, Chairman of the Board, *Capital Group*

**Susan McClintic**, Secretary, Chairperson – Human Resources, *Community Leader*

**Dennis Deslatte**, Treasurer, *Community Leader*

**Nancy Chase**, Co-Chairperson – Program, *Community Leader*

**Victor Cao**, Co-Chairperson – Program, *California Apartment Association*

**Christy Mokrohisky**, Chairperson – Governance, *Providence*

**Tristen Cali**, Chairperson – Fund Development, *Pacific Premier Bank*

### Members of the Board

**Danyell Alders**, *AvalonBay Communities*

**Bhavna Mantha**, *Apisero Inc.*

**Debbie Chamkasem**, *Experian*

**Mayra Cerda**, *Community Leader*

**Ryan Warne-McGraw**, *Good Shepherd  
Lutheran Church*

**Martha Bayer**, *Community Leader*

**Bradley Comp**, *Ayco, A Goldman Sachs  
Company*

**Dr. David Snow**, *Community Leader*

**Yann de Fabrique**, *Irvine Company*

**Peter Hering**, *Partner, Rutan and Tucker,  
LLP*

**Judy Cooper**, *Community Leader*

**James Kim**, *Lewis Group*

**Michael Kaufman**, *Community Leader*

**Anna Mendoza**, *Tierra Development  
Advisors*

**Nicholas Meraz**, *Community Leader*

**Jon Radus**, *Lieutenant, Fullerton Police  
Department*

**Joseph Rasuli**, *U.S. Bank*

**Kitty Shen**, *Community Leader*

**Dr. Vinita Speir**, *Pacific Women's  
Healthcare Associates*

**Debbie Thomsen**, *Community Leader*

## **COMPANY PROFILE & REFERENCES**

### **Company Legal Name:**

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

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

Business Address: 8 Thomas, Irvine, CA 92618

Website Address: [www.families-forward.org](http://www.families-forward.org)

Telephone Number: 949-552-2727

Facsimile Number: 949-552-2731

Email Address: [grants@families-forward.org](mailto:grants@families-forward.org)

Length of time the firm has been in business: 39 years

Length of time at current location: 10 years

Is your firm a sole proprietorship doing business under a different name: \_\_\_ Yes ☒ No

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

Federal Taxpayer ID Number: [REDACTED]

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

Regular holidays and hours when business is closed: All other times, including Federal holidays.

**Contact person in reference to this solicitation:** Sandra Davidson

Telephone Number: 949-743-3602

Facsimile Number: 949-522-2731

Email Address: [sdavidson@families-forward.org](mailto:sdavidson@families-forward.org)

**Contact person for accounts payable:** Tempel Regan-Watson

Telephone Number: 949-716-5863

Facsimile Number: 949-522-2731

Email Address: [treganwatson@families-forward.org](mailto:treganwatson@families-forward.org)

**Name of Project Manager:** Kathy Lopez

Telephone Number: 949-936-9015

Facsimile Number: 949-522-2731

Email Address: [klopez@families-forward.org](mailto:klopez@families-forward.org)

## **COMPANY PROFILE & REFERENCES (Continued)**

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

**Company Name:** City of Costa Mesa

Contact Name: Jackqueline Nguyen

Contract Amount: \$300,000.00

Email: Jackqueline.nguyen@costamesaca.gov

Address: 77 Fair Dr, Costa Mesa, CA 92626

Brief Contract Description: For the administration of a Tenant Based Rental Assistance program for Costa Mesa families with at least one minor aged child.

**Company Name:** City of Huntington Beach

Telephone Number: 714-536-5901

Contact Name: Denise Bazant

Contract Amount: \$302,755.00

Email: dbazant@surfcity-hb.org

Address: 2000 Main Street, Huntington Beach, CA 92648

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

**Company Name:** City of Irvine

Telephone Number: 949-724-7456

Contact Name: Stephanie Takigawa

Contract Amount: \$21,940.00

Email: stakigawa@cityofirvine.org

Address: 1 Civic Center Plz., Irvine, CA 92606

Brief Contract Description: For the administration of a Community Development Block Grant (CDBG) for Irvine Families seeking affordable housing.

**Company Name:** City of Lake Forest

Telephone Number: 949-461-3449

Contact Name: Ron Santos

Contract Amount: \$10,890.00

Email: rsantos@lakeforestca.gov

Address: 100 Civic Center Dr., Lake Forest, CA 92630

Brief Contract Description: For the administration of a Community Development Block Grant (CDBG) for Lake Forest Families seeking affordable housing.

**Company Name:** City of Mission Viejo

Telephone Number: 949-470-8412

Contact Name: Leslie McDonald

Contract Amount: \$8,500.00

Email: lmcdonald@cityofmissionviejo.org

Address: 200 Civic Center, Mission Viejo, CA 92691

Brief Contract Description: For the administration of a Community Development Block Grant (CDBG) for Mission Viejo Families seeking affordable housing.

## EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal **RFP No. 23-12 TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM** at any time after February 22, 2023.

  
Signature

Date: 3/13/2023

Madelynn Hirneise

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **February 22, 2023** with a City Councilmember concerning informal **RFP No. 23-12 TENANT BASED RENTAL ASSISTANCE (TBRA) PROGRAM**. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print



### **DISCLOSURE OF GOVERNMENT POSITIONS**

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

None

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

Yes \_\_\_\_\_ No ☒ \_\_\_\_\_

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



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

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

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

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

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

Madelyn Hansen  
Bidder/Applicant/Proposer

03/13/2023

Date

### Cost Proposal

Task	Description	Price per Case
A.	Rental Assistance	\$10,000
B.	Utility Assistance	\$0
C.	Security Deposits	\$2,000
D.	Housing Quality Standards (HQS) Inspections	\$500
E.	Income Eligibility Screenings	\$1,000
F.	Other Administrative Costs	\$1,500
Total Estimated Cost Per Household (Sum of A – F)		\$15,000
Estimated Number of Households to Assist		10
<b>TOTAL PROPOSED</b>		<b>\$150,000</b>

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

**EXHIBIT C**

**DRUG-FREE WORKPLACE POLICY**



## CITY OF COSTA MESA, CALIFORNIA

### COUNCIL POLICY

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

#### BACKGROUND

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

#### PURPOSE

It is the purpose of this Policy to:

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

#### POLICY

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

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

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

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