



AGENDA

Garden Grove City
Council

Tuesday, April 25, 2023

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steve Jones

Mayor

George S. Brietigam

Mayor Pro Tem - District 1

John R. O'Neill

Council Member - District 2

Cindy Tran

Council Member - District 3

Joe DoVinh

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public who attend the meeting in-person and would like to address the City Council are requested to complete a pink speaker card indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk before the meeting begins. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to

avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

COUNCIL MEMBER O'NEILL, COUNCIL MEMBER TRAN, COUNCIL MEMBER DOVINH, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM BRIETIGAM, MAYOR JONES

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of the Garden Grove Police Department VIP Program Volunteers for their valued service.

2. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)

- 3.a. Adoption of a Proclamation celebrating May 1-7, 2023, as Youth Week. *(Action Item)*
- 3.b. Adoption of a Proclamation celebrating May as Asian American and Pacific Islander Heritage Month. *(Action Item)*
- 3.c. Adoption of a Proclamation recognizing May as Mental Health Awareness Month. *(Action Item)*
- 3.d. Authorization for Council Members and staff to travel to South Korea to participate in a tourism promotion and Sister City anniversary program; authorization for one staff member to travel from South Korea to Japan as part of an optional Visit Anaheim delegation. (Cost: \$10,000) *(Action Item)*
- 3.e. Reject the Bid received for IFB S-1300B On-Call Asphalt Cold Milling, Trucking, Street Sweeping, and Operator Services. *(Action Item)*

- 3.f. Appropriation of Asset Forfeiture funds to purchase Police Department equipment. (Amount: \$65,000) (*Action Item*)
- 3.g. Award a contract to Southstar Engineering & Consulting Inc., for the Bicycle Corridor Improvement Project No. 2312, Construction Management and Inspection Services. (Cost:\$135,805) (*Action Item*)
- 3.h. Approval of Amendment No. 3 to the Agreement with HF&H Consultants, LLC, to assist with technical and legislative compliance with the implementation of Senate Bill 1383. (Total Cost: \$155,062.50) (*Joint Action Item with the Garden Grove Sanitary District.*)
- 3.i. Approval of Change Order No. 3 to a contract with Pacific Hydrotech Corporation for the construction of the Magnolia Reservoir and Booster Pump Station Rehabilitation Project. (Cost: \$215,834.46) (*Action Item*)
- 3.j. Receive and file minutes from the meeting held on March 14, 2023. (*Action Item*)
- 3.k. Receive and file warrants. (*Action Item*)

4. PUBLIC HEARINGS

(Motion to approve will include adoption of each Resolution unless otherwise stated.)

- 4.a. Approval of the Fiscal Year 2023-24 Action Plan for the use of Housing and Urban Development funds. (*Action Item*)

5. COMMISSION/COMMITTEE MATTERS

- 5.a. Appointment to the Parks, Recreation and Arts Commission to fill a vacancy. (*Action Item*)

6. ITEMS FOR CONSIDERATION

- 6.a. Award a contract to Volunteers of America of Los Angeles to operate the Central Cities Navigation Center. (Cost: Year 1 - 2,569,275, Year 2 - \$2,697,739) (*Action Item*)
- 6.b. Award a contract to Thomco Construction Inc. for the construction of the Central Cities Navigation Center (CCNC) located at 13871 West Street, City Project No. 1350000-1. (Cost: \$4,267,450.00) (*Action Item*)

7. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

8. ADJOURNMENT

The next Regular City Council Meeting is scheduled for Tuesday, May 9, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation celebrating May 1-7, 2023,
as Youth Week. (*Action Item*) Date: 4/25/2023

Attached is a Proclamation celebrating May 1 through May 7, 2023, as Youth Week recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/17/2023	Proclamation	4-25-23_May_1-7_as_Elks_National_Youth_Week.pdf

Proclamation

May 1-7, 2023

Elks Nation Youth Week

WHEREAS, The Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and

WHEREAS, Garden Grove Elks No. 1952 will sponsor an observance during that week in tribute to the Junior Citizens of this Community; and

WHEREAS, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and

WHEREAS, our Youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for future leadership; and

WHEREAS, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities for citizenship.

NOW, THEREFORE, WE, the Garden Grove City Council, do hereby proclaim the first week in May as Youth Week, and urge all our citizens to participate wholeheartedly in its observance.

April 25, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation celebrating May as Asian American and Pacific Islander Heritage Month. (Action Item) Date: 4/25/2023

Attached is a Proclamation celebrating May as Asian American and Pacific Islander Heritage Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/18/2023	Proclamation	4-25-23_May_as_Asian_Pacific_Islander_Heritage_Month_Proclamation.pdf

PROCLAMATION

MAY 2022 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

WHEREAS: The City of Garden Grove and the United States of America continue to thrive because of the hard work, talent, and ongoing cultural contributions of its richly diverse community;

WHEREAS: According to the 2020 Census, Asian Americans constitute more than 42.1 percent of the City of Garden Grove's population;

WHEREAS: Asian and Pacific Americans have helped advance the City's prosperity through their contributions to all fields of education, business, the arts, economic development, science, and technology;

WHEREAS: Asian and Pacific Americans are working to achieve full participation in the social, economic, and political decisions that affect their families, building stronger alliances across all communities in Garden Grove;

WHEREAS: Asian Americans and Pacific Islanders have a proud legacy of service and dedication to our community, our city, our state and our country;

WHEREAS: The City is the proud home to Little Saigon, the largest Vietnamese community outside Vietnam, as well as Koreatown;

WHEREAS: May has become a symbolic month in which Asian Americans and Pacific Islanders and supporters come together in various celebrations of culture, traditions and history.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove, does hereby proclaim May 2023 to be Asian American and Pacific Islander Heritage Month in Garden Grove and encourage the community to join in this observance.

April 25, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing May as Mental Health Awareness Month. Date: 4/25/2023
(*Action Item*)

Attached is a Proclamation recognizing May as Mental Health Awareness Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	4/18/2023	Proclamation	4-25-23_Mental_Health_Awareness_Month.pdf

Proclamation

Mental Health Awareness Month

WHEREAS, Mental health is essential to everyone's overall health and well-being;

WHEREAS, All Americans experience times of difficulty and stress in their lives;

WHEREAS, Prevention is an effective way to reduce the burden of mental health conditions;

WHEREAS, There is strong research that diet, exercise, sleep and stress management can help all Americans protect their health and well-being;

WHEREAS, Mental health conditions are real and prevalent in our nation and with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives;

WHEREAS, Each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT PROCLAIMED that the month of May 2023 is "Mental Health Awareness Month" in Garden Grove, and in doing so we recognize the need to raise awareness and to promote services for integrated mental health and wellness solutions for children, youth and families.

April 25, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Authorization for Council Members and staff to travel to South Korea to participate in a tourism promotion and Sister City anniversary program; authorization for one staff member to travel from South Korea to Japan as part of an optional Visit Anaheim delegation. (Cost: \$10,000) (<i>Action Item</i>)	Date:	4/25/2023

OBJECTIVE

To obtain travel authorization for up to five members of the City Council and three staff members to participate in a tourism promotion and Sister City Anniversary program in the Republic of Korea, and for one staff member to travel from South Korea to Japan as part of an optional Visit Anaheim delegation, from September 15-24, 2023, including travel time.

BACKGROUND

For the past 40 years, the City of Garden Grove has worked to foster friendship, understanding and cooperation with its Sister City in Anyang, South Korea. This has been accomplished through support of the Sister City Association and annual student exchange program, various business meetings, as well as participation in a public employee exchange program.

DISCUSSION

This year, Anyang City will be celebrating their 50th anniversary. In order to commemorate the anniversary, the City of Anyang has invited the Mayor and City Council/City delegation to attend a celebration ceremony and variety of events and seminars that will take place from September 19-22, 2023. Anyang City will provide all lodging, ground transportation, and interpreters for the full City delegation while staying in Anyang (4 days, 3 nights).

As part of the visit, the City will also be partnering with representatives from Visit Anaheim and the Garden Grove Tourism Promotion Corporation (GGTPC) to promote tourism from the Republic of Korea to Garden Grove. On September 16-19, 2023, the City delegation will meet with South Korea's key travel industry representatives in Seoul to discuss tourism opportunities and promote Garden Grove as a tourism destination. It is anticipated tourism industry officials will be further encouraged to invest in and promote tourism exchange between the City of Garden Grove and Republic of Korea as a result of this visit.

An additional optional component of this trip is for one staff member to join Visit Anaheim and the GGTPC in Japan to further promote Garden Grove as a tourism destination. This optional component, if included in the final program, would occur concurrently with travel to Anyang City, from September 19-24, 2023.

FINANCIAL IMPACT

There will be minimal impact to the General Fund. Expenses related to the tourism promotion components will be covered by Visit Anaheim and GGTPC. The Sister City portion of the trip will be primarily funded by Anyang City, including lodging, ground transportation and some meals. Ancillary expenses, not expected to exceed \$10,000, will be paid from the FY 2022-23 Budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize travel for up to five City Council Members and three staff members to South Korea from September 15-24, 2023, in cooperation with Visit Anaheim, GGTPC and Anyang City.
- Authorize optional travel for one staff member from South Korea to Japan from September 19-24, 2023, in cooperation with Visit Anaheim and GGTPC.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Anyang City Invitation Letter	4/17/2023	Cover Memo	230314_Garden_Grove_city_letter_invitation.pdf



ANYANG CITY

ANYANG CITY HALL

235 Simin-daero, Dongan-gu Anyang-si, Gyeonggi-do,
Republic of Korea
TEL +82-31-8045-5824~5 FAX +82-31-8045-2113
<http://www.anyang.go.kr>



March 14, 2023

The Honorable Steve Jones
Mayor of Garden Grove City
11222 Acacia Parkway
Garden Grove, CA 92840

Honorable Mayor Steven Jones:

It gives me great pleasure to have the opportunity to send greetings to you and the citizens of Garden Grove.

As we prepare to commemorate Anyang's 50th Anniversary of city promotion, I would like to extend an invitation to you, city council members, city staff, and a celebratory performance troupe led by the citizens of Garden Grove, for a stay of four days and three nights from September 19th (Tue) to 22nd (Fri), 2023.

This year, the Anyang Citizen Festival will be held for five days from September 20th (Wed) to 24th (Sun). The delegation of Garden Grove City is a total of 10 people, including the mayor. During your stay, we are planning various programs such as a visit to City Hall, a welcome dinner, and an international exchange seminar to present the best practices of each city. And the celebratory performance troupe will take the stage two or three times.

I look forward to having the honor of hearing the congratulatory speech from the mayor of Garden Grove, Steve Jones, at the Anyang Citizens' Day ceremony to be held on the evening of Thursday, September 21st.

The itinerary will be provided prior to your visit, and lodging, transportation, and interpretation will be provided in Anyang so that you do not experience any inconveniences during your stay.

I hope this can become a great opportunity for us to further deepen our sisterhood relationship and solidify co-prosperity and cooperation.

Sincerely,

Choi Dae-Ho
Mayor of Anyang
Republic of Korea

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Reject the Bid received for IFB S-1300B On-Call Asphalt Cold Milling, Trucking, Street Sweeping, and Operator Services. (<i>Action Item</i>)	Date:	4/25/2023

OBJECTIVE

For City Council to reject the bid received for IFB S-1300B On-Call Asphalt Cold Milling, Trucking, Street Sweeping, and Operator Services.

BACKGROUND

The Public Works Department Streets Division solicited bids for a backup contractor to help with the maintenance of city streets, city alleyways, and city park's parking lots that are in considerable need of repairs. To provide equipment needed and work in coalition with Public Works to address the deteriorating infrastructure in the road ways.

DISCUSSION

In February 2023, specifications were prepared and submitted to Planet Bids. In response to the prescribed bidding procedure, one (1) bid was received in March by Hardy and Harper. After opening and reviewing the bid, it was apparent that the price was substantially higher than what staff had anticipated and prices exceeded the budget.

FINANCIAL IMPACT

There is no financial impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Reject the bid received on Friday, March 17, 2023 for IFB S-1300B On-Call Asphalt Cold Milling, Trucking, Street Sweeping, and Operator Services.

By: Raul Leyva, Streets Division Supervisor

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Amir El-Farra
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Appropriation of Asset Forfeiture funds to purchase Police Department equipment. (Amount: \$65,000) (<i>Action Item</i>)	Date:	4/25/2023

OBJECTIVE

To obtain City Council approval to appropriate \$65,000 in Asset Forfeiture funds to purchase equipment for the Police Department. The Strawberry Festival Association will reimburse the Department for the majority of the purchase costs, reducing the overall burden on the Asset Forfeiture fund.

BACKGROUND

Every year, the Garden Grove Strawberry Festival Association ("the Festival") donates proceeds from the previous year's festival to nonprofit groups for equipment and capital improvement projects.

DISCUSSION

This year the board has approved and will donate \$46,500 to the Garden Grove Police Department to replace SWAT team equipment that has expired or become outdated. Specifically, SWAT tactical ballistic helmets and fully-integrated headset communications devices.

FINANCIAL IMPACT

Asset Forfeiture funds will be used for the initial purchases totaling approximately \$65,000. The Festival will reimburse the City in the amount of \$46,500 upon showing proof of purchase documentation, offsetting a large portion of the expenses. There will be no burden to the General Fund.

RECOMMENDATION

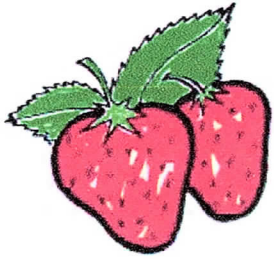
It is recommended that the City Council:

- Appropriate Asset Forfeiture funds in the amount of \$65,000 and allocate those funds to the Police Department 2022-23 budget.

By: Lieutenant Richard Burillo

ATTACHMENTS:

Description	Upload Date	Type	File Name
Strawberry Festival donation award letter 2-21- 2023	4/13/2023	Backup Material	Straw_Fest_award_ltr_2- 21-2023.pdf



Garden Grove Strawberry Festival Association

P.O. Box 2287, Garden Grove, California 92842 (714) 638-0981

www.strawberryfestival.org

Nick Lazenby, Corporal

02/21/2023

Garden Grove Police Department

Community Policing Bureau, West Division

Special Weapons and Tactics, Sniper Team Leader

Thank you for submitting a donation request. The Garden Grove Strawberry Festival Association Inc. donates proceeds from the previous year's festival to nonprofit groups for Equipment and capital improvement projects.

Congratulations, the board has approved your request for \$46,500.00 for the much-needed equipment that you requested. The GGSFA will reimburse you for the items listed in your request, after they have been purchased.

Please mail the invoice(s) to the following:

Garden Grove Strawberry Festival Association Inc.

Attn. Pat Catlin-Donation Chair

P.O. Box 2287

Garden Grove Ca. 92842

Pat Catlin

GGSFA Donation Chair

(714) 225-1072

donations@strawberryfestival.org

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development Department
Subject:	Award a contract to Southstar Engineering & Consulting Inc., for the Bicycle Corridor Improvement Project No. 2312, Construction Management and Inspection Services. (Cost:\$135,805) (<i>Action Item</i>)		
		Date:	4/25/2023

OBJECTIVE

For the City Council to award a contract to Southstar Engineering & Consulting Inc. to provide comprehensive construction management, inspection, public outreach, labor compliance, and material testing services for the Bicycle Corridor Improvement Project (BCIP), Project No. 2312.

BACKGROUND

The BCIP is a \$20 million grant program for projects that make bicycling and walking easier and safer in Orange County. Funding for the program comes from the Congestion Mitigation and Air Quality Improvement Program, a federal program that provides funding for transportation projects that help meet Federal Clean Air Act requirements and for implementation of goals from the Garden Grove Active Streets Bicycle and Pedestrian Master Plan.

In 2018, the Community and Economic Development Department was awarded \$1.1 million in Caltrans grant funds to provide resources to improve on-street bicycle infrastructure by 75%. The project scope incorporates approximately 15 miles of both new and improved bike lanes located Citywide along five (5) major corridors: Brookhurst Street, West Street, Gilbert Street, Chapman Avenue, and Lampson Avenue.

- Phase 1:Environmental study completed in 2019
- Phase 2: Design and Engineering completed in 2020
- Phase 3: Right-of-Way (ROW) certification completed in 2021
- Phase 4: Construction is anticipated to be completed in August 2023

Due to the size of the project scope, external expertise is needed to facilitate construction management, inspection, public outreach along all major corridors, and monitoring labor compliance to meet all federal restrictions.

DISCUSSION

In 2022, the Community and Economic Development Department launched an extensive RFP process to seek out experienced firms interested in providing these services. The RFP was published on Planetbid, and two (2) proposers submitted formal responses. A selection panel consisting of three (3) staff members rated the proposals on the basis of qualifications, experience, work plan, familiarity with federal restrictions/procedures, references, and oral interviews.

Based on the evaluation results, Southstar Engineering & Consulting Inc. received the highest rating.

The following is a summary of the ratings:

	GK & ASSOCIATES	SOUTHSTAR
RATER A	85	95
RATER B	93	95
RATER C	90	96
TOTAL	268	286

CONCLUSION

In summary, Southstar Engineering & Consulting Inc. is a Disadvantaged Business Enterprise (DBE) certified firm comprised of Professional Project and Construction Managers with over 30+ years of experience in the engineering and construction industry, providing similar project management services for Caltrans. The firm has assisted over 40 public agencies, and specializes in managing the construction of local infrastructure within and outside the Caltrans right-of-way (ROW).

A significant component included in the proposal is Public Relations services. The firm provides planning and execution of community outreach campaigns for infrastructure projects to engage and inform stakeholders. In addition, the firm implements public awareness by proactively establishing goals, objectives, budgets, while encouraging open conversation and facilitating the access of project information. This includes website management, business and resident outreach for major road closures, toll-free hotline, photography/collateral material, and press releases.

Staff reference checks for the firm confirmed positive feedback, with excellent marks in areas of responsiveness, problem solving, customer service, and overall knowledge, which is consistent with the firm's staffing, reliability, and exceptional communication skills, most recently demonstrated during the height of the

pandemic.

FINANCIAL IMPACT

There is no impact to the General Fund. Funding is currently included in the Fiscal Year 22-23 AQMD grant fund operational budget, approved with matching funds restricted for the BCIP project.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Southstar Engineering & Consulting Inc. for Construction Management Services in the amount of \$135,805; and
- Authorize the City Manager, or her designees, to execute the agreement, sign amendments, and make minor modifications as appropriate thereto, on behalf of the City.

By: Alana Cheng, Administrative Officer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Technical Proposal	4/18/2023	Exhibit	Technical_Proposal-Southstar.pdf
Southstar Agreement	4/18/2023	Agreement	Southstar_Agreement_and_BAFO_cost_proposal.pdf

CONSTRUCTION MANAGEMENT & INSPECTION SERVICES FOR BICYCLE CORRIDOR IMPROVEMENT PROJECT

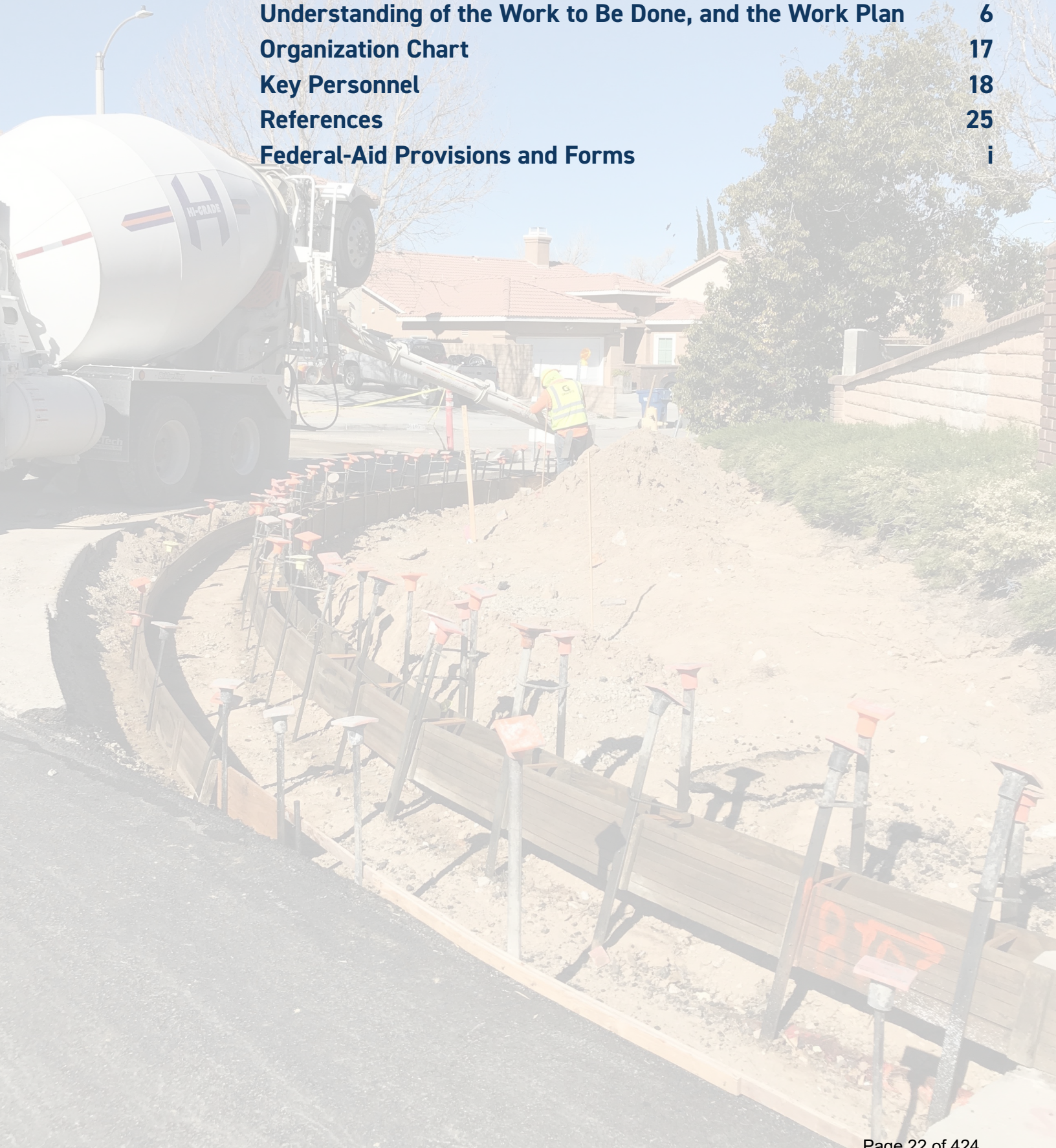
FOR THE
CITY OF GARDEN GROVE
RFP No. 159224



SOUTHSTAR
ENGINEERING
& CONSULTING, INC

1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
951.342.3120
southstareng.com

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Key Personnel	18
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Federal-Aid Provisions and Forms	i



February 7, 2023

City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840
ATTN: Alana Cheng

RE: City of Garden Grove – Construction Management & Inspection Services for Bicycle Corridor Improvement Program (BCIP) Project

Dear Ms. Cheng and Selection Committee:

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Garden Grove (City) for granting us the opportunity to submit this proposal. *We love building bike lanes because it shows an agency's willingness to move itself into the future, towards a healthier, cleaner and more sustainable environment.* And based on the review of the RFP, it certainly appears the City of Garden Grove is on that path!

Southstar understands the City is implementing this project because it is committed to upgrading and beautifying the streets while keeping a safe environment for its residents. As part of these upgrades, the project will install improvements such as striping buffers on existing bike lanes, striping bike lane network gaps, improving and creating bicycle routes, and providing wayfinding signs. We understand that all work is within the Public Right of Way and the project will include various improvements to the existing streets: Brookhurst Avenue, West Street, Chapman Avenue, Gilbert Street, Lampson Avenue. The estimated project duration is 45 working days but Southstar understands the need to be flexible with this timeline and has assembled a construction management and inspection team that can deliver what the City needs, when the City needs it.

The Southstar team is prepared to work under the direction of the City's Public Works Staff to support the Bicycle Corridor Improvement Program (BCIP) Project by providing construction management and inspection services to the City. Our team is the one to choose if you want a firm to deliver the quality, responsiveness, innovation, and value that the City of Garden Grove expects. This proposal will demonstrate the turn-key benefits of working with a professional construction management and inspection team with unparalleled qualifications and experience, especially when it comes to our depth of knowledge regarding Public Works CIP projects in Southern California. Southstar intends to surpass your expectations through dedication to quality, professional integrity, and service excellence. Selecting Southstar for this contract will result in a successfully completed project, on time and within budget. Not only will we successfully deliver the City's major project goals, but we will also exceed your expectations because of our dedicated commitment to making roads safer for Southern California commuters and pedestrians.

Depth of Experience | For nearly 17 years, Southstar has provided top-notch CIP construction management and inspection services for a variety of municipalities throughout Southern California including *Caltrans, the Counties of San Bernardino, Riverside, and Los Angeles and the cities of Rialto, Bellflower, Huntington Park, Corona, Riverside, Murrieta, Temecula, Santa Fe Springs, South Gate, Downey, Norwalk, La Mirada, San Dimas, Fontana, Ontario, Palmdale, La Quinta, Palm Desert, Palm Springs, and Indio.* The Southstar construction management and inspection team has extensive experience working with these agencies to deliver federally funded and/or state/locally funded public works projects. We have also teamed with MTGL, Inc. (MTGL) as our subconsultant to provide materials testing services. MTGL brings nearly 30 years of civil engineering project experience to our team.

*Engineering Trust Into
Every Project*

Southstar Engineering & Consulting, Inc.

DIR No: 100017294 **EIN No:** 20-5648626



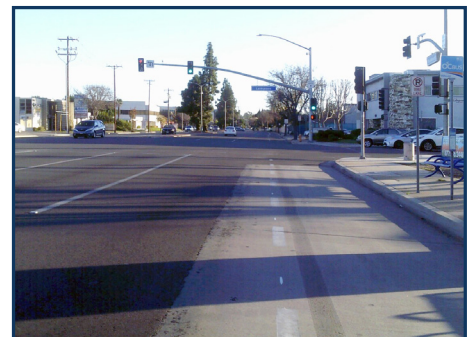
Type of Business Entity:
S-Corporation/
100% Employee-Owned

Year Founded:
2006

Years in Business: 16+ **Number of Employees:** 25

Headquarters:
1945 Chicago Avenue, Suite C-2
Riverside, CA 92507
Phone: (951) 342-3120
Fax: (951) 342-3148
www.southstareng.com

Primary Contact:
Mr. Jason Bennecke, PE, MBA, PMP
Principal-in-Charge
Cell: (909) 556-8852
Email: jason@southstareng.com



Benefits to the City of Garden Grove | Mr. Amr Abuelhassan, PE, MS, QSD, is the proposed resident engineer/construction manager offering over 30 years of experience in project management, construction management, and civil engineering. *His project experience working as resident engineer/construction manager includes everything imaginable from street rehabilitations and bridge construction to grade separations, freeway widening jobs and more.* He has become intimately familiar working with local agencies and has provided similar construction management services to the local cities of: South Gate, La Mirada, Fontana, Riverside and Corona.



As one of the executives managing a medium-sized organization, I have the authority to modify the proposed and actual billable hours to closely reflect days when construction occurs. This flexibility will help the City control costs—which is not always possible with the larger, more bureaucratic firms—and ensure everything stays within the programmed budget.

Demonstrated Commitment & Flexibility | Southstar's past performance on successfully completed CIP projects is an indicator of the Southstar team's ability to respond to a client's needs at a moment's notice.

Municipal Background | Every member of the proposed CM/CI team is acutely familiar with municipal projects and the organization and structure of a governmental agency.

Productive from Day 1 | The Southstar team does not require a learning curve. Southstar team members are ready to go to work on the first day, saving public resources. Each member of the Southstar team has extensive experience providing civil engineering services and also possesses the necessary knowledge, skills and abilities that the City of Garden Grove expects from professional engineering consultants.

Miscellaneous | Southstar acknowledges Addendum 1, 2, 3, 4 and 5 released via Planet Bids and accepts the terms and conditions of the RFP and Professional Services Agreement. Southstar has no exceptions and will adhere to the provisions described in the RFP without modification. Southstar understands that the proposal shall remain valid for a period of one-hundred and twenty (120) days from the date of submittal. Southstar attests that all information submitted with this proposal is true and correct.

Again, we appreciate the opportunity to submit our qualifications to you. As Southstar's Executive Vice President, I have the authority to bind the company in a contractual agreement with the City of Garden Grove. If you have any questions, please feel free to contact me via the information in the blue sidebar.

Sincerely,

Jason Bennecke, PE, MBA, PMP
Principal-in-Charge/Executive Vice President
Southstar Engineering & Consulting, Inc.



Firm Profile

Southstar has provided professional engineering services in Southern and Central California for the past 16+ years (founded 2006) and is dedicated to the public works and transportation needs of California. *Southstar is a certified Small Business Enterprise (SBE) and 100% Employee-owned company with its primary office located in the City of Riverside.* Southstar focuses on providing solutions to two primary industry needs: 1) managing the construction of bridges, rapid transit systems, freeways, and local infrastructure within and outside the Caltrans right-of-way (ROW) and 2) managing the project development of both small and large-scale infrastructure improvements. Southstar was built upon the successes of superior construction management skills and experiences. In addition to these two areas of expertise, Southstar's extensive professional knowledge also includes planning, sustainability, utility coordination, design, labor compliance, public outreach, inspection services for roadways, bridges, sanitary sewer, storm channels, streambeds, and other infrastructure projects.



Southstar has an exceptional reputation for delivering and managing a wide variety of projects throughout Southern California. The Southstar Team has the ability and expertise to resolve challenges by offering our clients innovative solutions that are custom tailored to each specific project. Southstar's Core Values – Quality, Value, Innovation, Responsiveness and Trust – drive each valued Team member to deliver high quality services that clients can trust. *Our Diversity, Equity & Inclusiveness approach to hiring the best possible staff helps us create an organization that delivers high quality results coupled with community based values.* With dedicated customer service, Southstar delivers projects of any discipline on-time and under budget.

Financial Interests & Litigation

Southstar is financially stable and is not involved in bankruptcy proceedings or mergers, and has no conditions that may impede its ability to complete any projects. Southstar has no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs. Southstar has no controlling or financial interests in any other organization and is not owned or controlled by any other person or organization. Southstar also has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

Southstar Services

Southstar clients can be assured of the quality and professionalism of Southstar's 25 employee staff and its extensive in-house resources are highly regarded within the transportation construction industry. *Southstar construction managers and inspectors have assisted over 40 public agencies in the successful delivery of projects of all sizes.* Services include:

- Construction Engineering Management
- Program/Project Management & Design
- Inspection Services
- Community Outreach
- Critical Path Schedule Development
- Project Budget Development & Tracking
- Program Planning
- Utility Relocation Management
- Local Agency Coordination
- Traffic Engineering
- Local Assistance Coordination
- Resolution of Funding Issues
- Federal Funding Guidance
- Claims Management/Risk Management
- Highway Bridge Program
- Right-of-Way management
- Labor Compliance
- FAA Section 107 GPS Drone Photogrammetry

Southstar team members make a difference to clients and the community by continually providing superior service with the highest level of integrity. Providing client-focused services to many state and local agencies in Southern California, Southstar professionals know the critical questions to ask, and the corresponding solutions to offer. By blending innovative problem-solving skills, exceptional depth of experience, and quality supervision and inspection services, Southstar consistently completes the construction of large-scale transportation projects on time, within budget, and with no claims. *The Southstar team has the ability to resolve challenges by offering their clients innovative solutions that are custom tailored to each project, and the Bicycle Corridor Improvement Program (BCIP) Project is no different.*



Meet Our Subconsultant

The Southstar team is rounded out with a top-level subconsultant firm to provide as-needed materials testing and geotechnical engineering services. We understand how important the upcoming *Bicycle Corridor Improvement Program (BCIP) Project* is to the City of Garden Grove and we have chosen an experienced and well-qualified firm to join our team. Their firm profile is listed below:

SUBCONSULTANT PROFILE

MTGL, Inc. (MGTL)

MTGL, Inc. was formed in 1993 by a group of seasoned professionals. For over 29 years, MTGL has provided comprehensive acceptance testing services to projects throughout Southern California. They possess fully accredited facilities with specializations in materials testing, inspections, pavement engineering, and construction quality oversight. They have considerable experience servicing city-government agencies for capital improvement projects including new construction, rehabilitation, and other improvements.

MTGL is a certified W/MBE, Metro SBE File #8462, Metro DBE CUCP #33843, and registered as a public works contractor with the State of California under DIR 1000006646. MTGL has a clear understanding of Safety Compliance on all projects, with policies in place that provide a desirable EMR Rating of 0.69.

MTGL's laboratories operate in accordance with ISO 17025 certified by: Caltrans, CCRL, ASTM/AASHTO, and USACE. MTGL is 1 of 15 test companies on the Caltrans Authorized Laboratory list. They are one of few facilities that provide testing services for materials that utilize the latest methods of analysis adopted by Caltrans (Hot Mix Asphalt via Superpave and Smoothness Testing via an Inertial Profiler).

MTGL inspectors and technicians are experienced and multi-certified (including Caltrans) to provide more excellent value for quality oversight in overlapping disciplines and reduce costs. Their staff also recognizes the demand for consistent communication, reliability, and continuity needed to successfully execute this project.

MTGL implements and maintains custom in-house Quality Assurance and Control (QA/QC) plans to ensure the quality and integrity of the materials being placed. MTGL provides the same level of expertise in technical services as is required per the City's Quality Assurance Program (QAP).

MTGL has proven ability to respond quickly and effectively to any requested task for any individual project. Our current expertise and commitment to each client allow us to provide the best value-driven services.

Their core value is to maintain consistent communication with the client/owner, county/city representative, construction manager, general contractor, and design team to ensure the project demands are in a timely manner. MTGL engineers, inspectors, and field technicians value communication and constructive dialogue with the city representative and the rest of the project team.

MTGL aims to provide qualified personnel, quick response time, and accurate reporting. MTGL's project approach reflects their desire to deliver quality services for the project on time while adhering to the budget.

SUBCONSULTANT PERSONNEL

MTGL personnel information can be found alongside Southstar's in the Key Personnel section of this proposal per the instructions provided in the RFP.



YEAR FOUNDED

1993

DBE

CUCP #33843

DIR

1000006646

ROLE FOR THIS PROPOSAL

Materials Testing & Geotechnical Engineering Services

COMPANY SERVICES

- Materials Testing & Engineering
- Geotechnical Investigation, Testing and Consultation
- Special & Deputy Inspection
- Laboratory Services
- Environmental Services

BENEFITS TO CITY

- Over 30 years of experience working on materials testing and inspection projects
- Over 100 employees in 3 locations
- Office located in Anaheim

MTGL, INC. CONTACT INFO	
Business Address	2992 E. La Palma Avenue Suite A Anaheim, CA 92806
Firm Contact	Mr. Steven Koch - Vice President
Email skoch@mtglinc.com	Phone 714-632-2999

Project Experience

Having completed projects throughout Southern California over the past 16+ years, Southstar has an extensive working knowledge of the tools and processes required to deliver Capital Improvement Projects on time and under budget. Southstar is proud of our team of veteran construction management professionals that have demonstrated success on recent relevant projects, with numerous agencies throughout the region. Below is a table of sample projects where Southstar successfully performed similar construction management, inspection and public outreach services:

AGENCY	PROJECT NAME	LOCATION	CONSTRUCTION MANAGEMENT	CONSTRUCTION INSPECTION	PUBLIC OUTREACH
City of South Gate	Garfield/Firestone/Imperial Roadway and Media Improvements	South Gate, CA	★	★	
City of Palm Desert	San Pablo Avenue Phase I&II Streetscape Project	Palm Desert, CA	★	★	★
City of La Quinta	La Quinta Complete Streets Project	La Quinta, CA	★	★	★
City of Palmdale	Pearblossom Highway Reconstruction Project	Palmdale, CA	★	★	★
SBCTA	SR-60/Archibald Ave Interchange Improvement Project	Ontario, CA	★	★	★
RCTC	I-215 Widening - South	Murrieta, CA	★	★	★
City of Corona	I-15/Cajalco Road Interchange Improvement project	Corona, CA	★	★	★
RCTD	I-10 Jefferson Street Interchange	Indio, CA	★	★	★
City of Murrieta	Los Alamos Road Overcrossing Bridge Replacement Project	Murrieta, CA	★	★	★
City of San Dimas	Foothill Boulevard Bridge Widening Project	San Dimas, CA	★	★	★
City of Riverside	Columbia Ave Grade Separation	Riverside, CA	★	★	
City of Riverside	Iowa Ave Grade Separation	Riverside, CA	★	★	
City of Riverside	Streeter Ave Grade Separation	Riverside, CA	★	★	
City of Riverside	Magnolia Ave Grade Separation	Riverside, CA	★	★	

On the I-10/Jefferson Interchange Improvements, the Southstar team suggested the removal of existing trees ahead of the nesting season. This was performed by a separate contract with a tree trimming contractor. This forward thinking allowed the contractor to immediately start construction as the nesting bird moratorium risk had been eliminated. **This action saved the project four months on schedule and \$500,000 in delay costs.**

On the I-215 Widening South Segment for RCTC (12 lane miles of new pavement and six miles of Type 60 barrier) our team suggested a staging method during the constructability review phase that reduced the number of working days on the contract by 150 days. **This saved approximately \$1.5 million in construction and support costs.**

On the Pearblossom Highway Improvements Project in Palmdale, Southstar's quality assurance survey team supported our field team in providing control points and verification of contractor staking. **This support identified discrepancies in control point elevation that could have cost the City of Palmdale several hundred thousand dollars in additional lean concrete base and class 3 base in the subgrade section.**

Project Understanding

The City of Garden Grove is seeking qualified professional firms to provide Construction Management and Inspection services for Federal-Aid project No. CML-5328 (083), City Project No. 2312. Southstar understands the City is implementing this project because it is committed to upgrading and beautifying the streets while keeping a safe environment for its residents. As part of these upgrades, the project will install improvements such as striping buffers on existing bike lanes, striping bike lane network gaps, improving and creating bicycle routes, and providing wayfinding signs. The Southstar team has reviewed the plans, RFP, and visited the project location and the following information demonstrates Southstar's understanding and approach, and we are confident we address every aspect of the project in this proposal. *We understand that all work is within the Public Right of Way and the project will include various improvements to the existing streets: Brookhurst Avenue, West Street, Chapman Avenue, Gilbert Street, Lampson Avenue.*

This project consists of bicycle signing and striping improvements at the following five (5) corridors.

- 1 - Brookhurst Avenue (From Trask Avenue to Katella Avenue)
- 2 - Western Street (From Garden Grove Boulevard to Orangewood Avenue)
- 3 - Chapman Avenue (From Valley View Street To Beach Boulevard)
- 4 - Gilbert Street (From Deodora Drive to Katella Avenue)
- 5 - Lampson Avenue (From Dale Street to Haster Street)

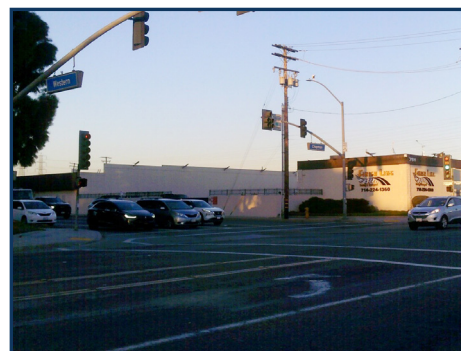
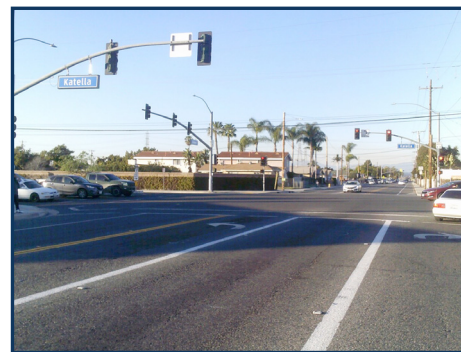
If selected, Southstar shall provide Professional Construction Management and Inspection Services as described in this RFP, various chapters of the LAPM including but not limited to LAPM Chapter 16, "Administer Construction Contracts," and LAPM Chapter 17, "Project Completion." Southstar understands that, if selected, it will be responsible for providing comprehensive construction management, inspection, and material testing services for the Project, including (but not limited to) the administration of the construction contract, monitoring the contractor's work progress, proper reporting, inspections, material testing and other tasks as needed to complete the Project. Southstar has no exclusions to the scope of service and will provide all services as described in the RFP.

Southstar understands estimated construction cost of the project is \$1,000,000.00 and is subject to the Buy American Build American requirement. Southstar also understands that the Bicycle Corridor Improvement Program (BCIP) Project is federally funded and has a DBE participation goal of 12% so we have teamed with MTGL, Inc. as our subconsultant to meet that goal by providing as-needed materials testing services.

The estimated project duration is 45 days and is anticipated to begin construction in April 2023. Due to the various project going on throughout the City, Southstar also understands the need to be able to adjust to changes in schedule to accommodate more or less working days and will modify our billable hours to closely reflect days when construction is occurring and days when no construction will take place. Southstar understands it will be required to provide a qualified and licensed Construction Manager (Not to Exceed of ½ FTE) who will serve as the Project's Resident Engineer throughout the Project and a Construction Inspector (Not to Exceed of 1 FTE) for the project duration.

Southstar will also provide as-needed public outreach and labor compliance as part of the construction management services. *Our proposed Resident Engineer, Mr. Amr Abuelhassan, PE, MS, QSD, will be in charge of assigning any inspection and materials testing services that need to be provided.* Mr. Abuelhassan will be responsible for overseeing the team that will provide observation/inspection, labor compliance, material testing services, utility and outside agency coordination, and monitoring and project close-out services for the duration of this project.

The approach to how the Southstar Construction Management and Inspection Team intends to deliver this project can be found on the following pages.



ANTICIPATED ISSUES

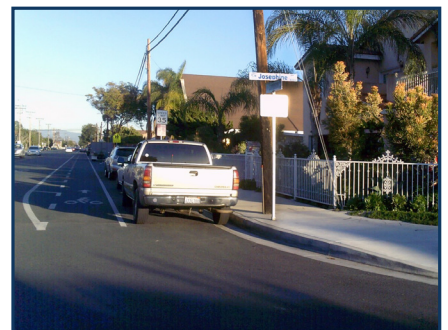
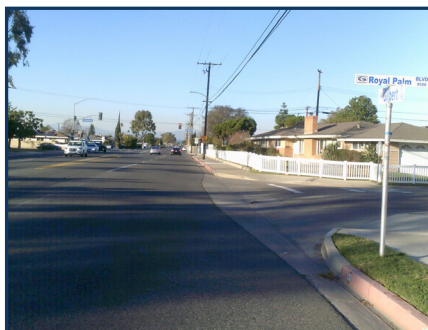
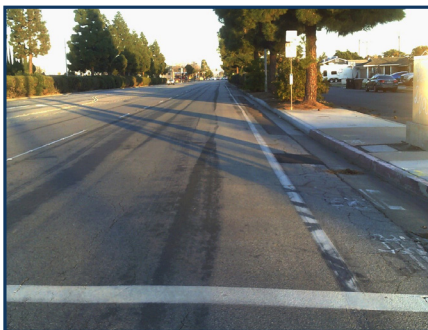
Southstar understands that the proposed project work will be done in an important residential, business and commercial zone that features Chapman Sports Park, West Haven Park, Spirit of 76 Mini Park, Haster Basin Recreational Park, Medal of Honor Bike and Pedestrian Trail, Garden Grove Sports & Recreation Center. The area is also home to Sunnyside Elementary School, Gilbert Elementary School and Spotlight School of Music.

The Southstar team will coordinate with the necessary City officials, residents, business owners and school officials to inform them of the project status as well as to help prevent or mitigate any complaints about traffic and/or safety. Chapman Avenue and Brookhurst Street in particular are very important roads in the city, and we expect significant traffic around the jobsite there. Preventing traffic congestion will be essential to limit the strain on residents and travelers. *Work hours may need to be adjusted to night hours to minimize traffic congestion and accommodate the needs of residents and schools.*

Coordination will be done with every local stakeholder for the special requirements. From hours of operation and control of dust and safety around the jobsite on every corner of intersections to including having meetings with the contractor to distribute information to the workers for the special areas with travelers and high pedestrian transit around the jobsite. It will be of critical importance for everyone on the team to maintain high levels of professionalism and patience when dealing with people around the construction area. Additionally, Southstar has significant experience working with communities in the areas like this. Southstar has noted several conflicts that might impact the schedule and/or overall construction capital costs of the Bicycle Corridor Improvement Program (BCIP) Project if not addressed properly:

LIST OF POTENTIAL CONCERNS AND RECCOMENDATIONS:

1. **Traffic Control** - Provide instructions for contractor to reduce the activities or pay special attention to hours of high traffic on major arterials and streets adjacent of schools.
2. **Residential/School Zones** - Send notices to inform and talk with the residents to help resolve any claims or problems.
3. **Distinct Locations** - Verify with contractor the schedule for working in distinct locations at same time in near area.
4. **Parking Restrictions** - Some areas may have problems with limited available street parking spaces and during construction the work crews may need to occupy some spaces. For this reason we need inform and talk with residents to resolve any claims or problems.
5. **Safety on Jobsite** - We need talk with workers about their own personal safety and the safety of residents and pay special attention to helping students, customers and other pedestrians when they are walking around the jobsites.
6. **Progress Communication** - The contractor must inform the City of the progress of the project weekly.
7. **Working Hours** - The contractor may need to adjust the working hours in the locations next to any business and/or major arterials for heavy traffic. Night work may be necessary.



The existing area shows missing or fading bicycle lane striping and improvements will need to include striping buffers on existing bike lanes, striping bike lane network gaps, improving and creating bicycle routes, and providing wayfinding signs.

Project Approach

Our goal is to complete this project in a safe, high quality, cost effective and efficient manner. Southstar's approach takes into consideration the traveling public, local and surrounding residents, surrounding businesses, all stakeholders and the environment to ensure full satisfaction with the final Construction Management team members. Our team members successfully delivered similar projects with similar aspects and components. Early and effective communication with Project stakeholders, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting this project's goals. Our team will develop a project specific communication plan to maintain an effective and transparent level of communication with all the stakeholders.

Southstar follows a comprehensive methodology consisting of dozens of time-tested and proven strategies for ensuring contractors working on public works capital projects for municipal agencies stay on schedule and under budget. The following tasks will be performed as part of the overall approach to providing oversight of the prime contractor to anticipate issues that may lead to unintended CCO's and/or project delays.

Southstar will provide services from the pre-construction through the post-construction phases of the project all in conformance with applicable City, Federal, State and other Local requirements. In general, services are anticipated to include the following:

Federal Contract Management & Documentation | Southstar has successfully managed 100% Federally funded projects under close oversight from Caltrans District 7 and 8 Construction Divisions. Southstar supported many agencies in the preparation of all invoicing and needed documentation of the Local Assistance Procedures Manual for proper reimbursement of funds. All applicable LAPM chapters were followed including Chapter 16 for project implementation and Chapter 17 for Project Closeout with all applicable forms signed by our Resident Engineer.

Consultant's Key Team & Sub-Consultant Management | Early and effective communication with Project stakeholders, local residents, local businesses, utility owners and other affected local agencies is another essential component for meeting this project's goals. In addition to the project specific Public Outreach plan to be developed by Vanessa prior to the start of the Project, Our team will develop a project specific communication plan to maintain an effective and transparent level of communication with the City and all the stakeholders.

Staffing Capability | Our team does not require a learning curve in City, Caltrans and federal policies, procedures and processes. Southstar team members have demonstrated the ability to work on any task assigned and with the ability to adjust and assist other members of the team when workloads change.

Document Control | Southstar follows a Caltrans compliant standardized filing and document control system. The team will document all communications with the contractor in correspondence and daily diaries. The team will receive all correspondence, prepare and transmit responses and coordinate with applicable parties as required. All project filing will be in compliance with the Caltrans Local Assistance Procedures Manual, Caltrans Construction Manual and with any City filing system requirements.

Management | Mr. Abuelhassan will lead the team members and will be involved on an as needed basis to provide pre-bid constructability review services. These services will, at a minimum, participation include a detailed independent review of 100% PS&E package with an in-depth field review to determine constructability and include a detailed review of all available documents and reports on the project.

He will manage and coordinate all aspects of the project inclusive to the services identified the RFP. Mr. Abuelhassan will also coordinate all necessary field and office project meetings during this phase including agenda preparation, inviting attendees, meeting minute preparation and distribution and issues follow up and resolution. He will participate in public outreach activities, other improvements/activities as deemed necessary to implement the improvements on the project, provide direct supervision, scheduling and problem resolution for the contractors, and he will monitor the contractors to ensure as-built drawings and specifications are properly maintained. Mr. Abuelhassan will also be responsible for compiling the as-built documents and submitting them at the end of the Project to the City Engineer for further processing.

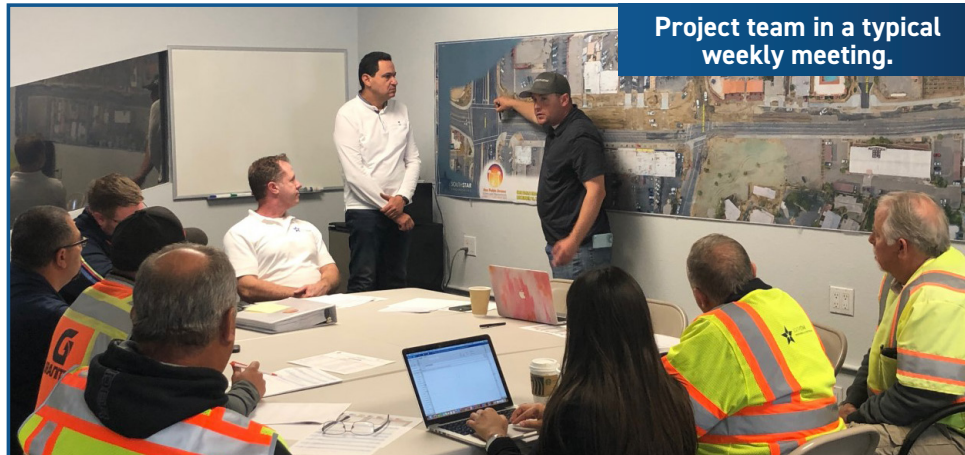
Labor Compliance | Southstar's understands it may be expected to perform labor compliance in accordance with the Local Assistance Procedure Manual LAPM and the DIR. Southstar's labor compliance officer, *Mr. Ramon Carlos, offers over 16 years of experience in construction labor compliance regulation, record keeping and submission requirements, with labor code requirements on public works projects.* He will verify labor compliance through review of the contractor's certified payrolls, including fringe benefit statements, in accordance with prevailing wage rates set by the California Labor Code and Federal guidelines for reporting of federalized projects. The labor compliance review will also include verification of DBE utilization, subcontractor utilization, and labor compliance interviews with workers.

Construction Management

Progress Status Update

Progress/Coordination Meetings | Southstar's construction manager will coordinate meetings with the Contractor, Designer, the City's construction surveyor, the City's materials inspector, and utility companies. During construction, Southstar's CM can lead or assist weekly progress meetings with the Contractor to address the status of the project and project issues. The team will prepare and distribute agendas, minutes, and an issues log. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

Monthly Activity Summary Report | The Southstar Inspector will provide the City with project status reports on a monthly basis and as requested. The monthly reports will discuss contract issues, procedures, progress, problems, change orders, submittals, request for information (RFIs), deficiencies and schedules. This report will describe the status of the project's budget, schedule, construction activity, accomplishments, submittals, change orders, claims in process, issues of concern, and current and anticipated work progress.



Project team in a typical weekly meeting.

Schedule Management

Project Schedule | The Southstar team will review and approve the Contractor's Critical Path Method (CPM) schedule. Southstar is fully able to use Primavera P6 and Microsoft Project software to review, monitor, and analyze the contractor's schedule. Updates to the schedule will be reviewed monthly against the project baseline schedule, progress will be verified and any potential issues causing delay to the project will be identified and mitigated ahead of the delay occurring.

Schedule Control | Schedule control starts with the Contractor's submittal of a baseline construction schedule, approval of the schedule and the subsequent schedule updates. Once these activities are approved, they will be checked against actual activities in the field and any discrepancies will be noted. The Contractor will be required to submit a narrative for all changes in the monthly schedule updates and the Southstar field team will carefully scrutinize them. The team will also require the contractor to provide a 2-4-week look-ahead schedule that will allow for weekly planning of inspections, material testing and for planning off-site inspections, if needed. All of these issues will be discussed in the weekly meetings with the Contractor. To avoid a project schedule impact, Southstar will review the contract documents and identify long lead materials to ensure that their procurement and delivery are performed diligently. Southstar will alert the City if the Contractor makes any construction changes that may lead to delays in completion and/or construction cost changes of the project.

Cost Control

Cost Control System | Identifying and documenting construction issues as they arise, and resolving them in a timely manner, is every team member's responsibility, particularly Ms. Keshawarz since she will be in the field. Each month, the team will prepare progress payments for all work completed by the Contractor for review and processing by the City. The team will also review progress reports and inventory of materials-on-hand. Effective change order administration is imperative for controlling cost and schedule on any construction project. The goal is to provide timely direction to the Contractor while assuring that the costs of changes are fair and reasonable to both the Contractor and the City. The Southstar team has an excellent record of resolving construction issues at the lowest possible level and prior to completion of the project. The team is skilled at examining issues and maintaining detailed project documentation which mitigate potential claims by the Contractor. Southstar will collect invoices monthly and submit them to the City for final approval.

Change Management

Change Orders | Change Orders can be requested by the Contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.

Administration of Contract Payments

Contractor Progress Payments | As-needed, Southstar team can administer Contractor's progress payments, based on measurements and quantities calculated in the field, subject to the City's audit and delegation of approval. Team inspectors will prepare daily quantity sheets for all payable items installed on any given day. These quantity sheets will provide specifics on each pay item performed on that day with location and measured units in place.

Submittal, Shop Drawings, RFI Management

Submittal Management and Review | The Southstar team will receive and log all Contractor's submittals project architect's/design consultant's review and approval. Depending on the subject of the submittal, it will be documented and routed for review. For example, it will be routed to the designer for structures items or to the materials testing lab on the team for the various mix designs. Responses will be prepared for each submittal and documented in the submittal log. The submittal log will be reviewed at every weekly progress meeting ensuring the contractor has all the information needed to continue progress.

Southstar will provide technical and administrative management services for the project, provide coordination and oversight of all activities related to the construction of the project, maintain a close relationship with the Client's Project Manager and Design Engineer, and send copies of all correspondence to the Client Project Manager. Southstar will process and track project files at the job site utilizing the filing system provided by the City. At a minimum, project files shall include the following:

- RFIs, Submittals, Proposed change orders and revisions

Cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).

All contract documents including: Special Provisions; Contract / Agreement; Subcontractors Listing; Bonds; Non-Collusion Affidavit; Construction Quality Assurance (CQA); correspondence, etc.

- Disadvantaged Business Enterprises (DBE) Compliance
- Relevant permits and requirements from local governments or regulatory agencies
- Appropriate reference specifications, standards, and standard plans
- Notice to Proceed and contract time accounting procedure and documentation
- Equipment and material submittal log. The construction contract shall be reviewed for submittal requirements, and due dates shall be established based on the construction schedule.
- Correspondence log
- Progress payment format in compliance with City's standards
- Project personnel and emergency phone numbers
- Contract change order documentation and approval procedures
- Daily construction report, supplemented by daily materials sampling and testing reports prepared on printed forms
- Required safety documentation and equipment
- Project photograph log
- Record drawing format
- Progress meeting format
- Pre-construction meeting format

Requests for Information | The Southstar team will respond to Contractor's Requests for Information (RFI) or forward them to the design engineers as deemed necessary. A weekly tracking report listing new, resolved and outstanding RFI's will be prepared by the team and shared with the City and will be discussed at the weekly progress meeting with the Contractor. Follow up on all outstanding RFI's will be conducted by the construction engineer to resolve issues efficiently.

Quality Control/Quality Assurance Measures

Quality Assurance/Control | Southstar ensures that only quality work will be performed by the team. Southstar's Quality Control starts with hiring and selecting highly experienced and qualified staff for construction management services. Careful inspection prevents re-work, thereby assisting with meeting both schedule and budget. Southstar independently performs quality assurance (QA) reviews of the Project documents and all its files to ensure that the team is accurately documenting the work and have all of the quality processes in place including test results, daily reports and back-up for estimates and monthly progress payments to the Contractor. Standards of quality are thoroughly discussed, including the expectations of the City and the requirements of the project's Plans, Specifications and other City requirements. Proper inspection will yield expected quality of materials and workmanship along with the proper testing of the materials both prior to and after entering the work.

Safety

Site Safety | Change Orders can be requested by the Contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.

Traffic Control, SWPPP and Other Coordination

Review Traffic Control Plans | Change Orders can be requested by the Contractor after the discovery of a field conflict or can be initiated by the City for a change of scope. The team will determine the merit, scope, estimated cost and schedule impacts to the project as a result of potential contract change orders requested by the contractor, and provide recommendations to the City. The team will also negotiate change orders as directed by the City in case there is addition or change in scope by the City. The team will attempt to avoid all unnecessary contract change orders, and when necessary, we will consult with the City prior to its preparation. The City's preferred method of payment for contract change orders should begin by agreeing on a price, identifying all potential claims, tracking and monitoring unresolved claims, and implementing claims avoidance processes.

SWPPP | The Resident Engineer will be responsible for verifying water pollution control regulations, erosion and sedimentation processes, BMP installation and maintenance, dewatering operations, sampling and analysis, contract administration for water pollution control, and reviewing storm water pollution prevention plans. Team members are required by Resident Engineer to provide recommendations for improvements to the BMP installation and functionality on a daily basis during their regular inspection activities.

Utility and Outside Agency Coordination | Our highly qualified Resident Engineer/Construction Manager, Mr. Abuelhassan, will also perform all utility and outside agency coordination. He is a seasoned utility coordinator with over 30 years of experience. Mr. Abuelhassan's experience as utility coordinator is a result of many years of working for Caltrans as both utility coordinator and resident engineer. Mr. Abuelhassan will be responsible for alerting all affected utility companies, school administrators, Police Department, Orange County Fire Department, Republic Services Trash Services, and OCTA for the pre-construction meeting. Additionally, Mr. Abuelhassan will review the scope of work with each utility company at the pre-construction meeting, review possible conflicts, and work with each utility to insure that specific needs of the project are understood. Mr. Abuelhassan will also coordinate with utility companies to expedite the identification of any unknown utilities found during exaction, and he will coordinate any relocation work by utility companies after notifying the City.

Environmental Stewardship

Environmental Compliance (if necessary) | Resident Engineer will coordinate with the approved environmental consultant for all environmental compliance and inspections depending on the requirements needed in the Projects' environmental document.

Post-Construction Services

Punch Walk & Closeout

Southstar will perform all construction management and administration necessary for closing out the project to ensure contract compliance as outlined in the Caltrans Local Assistance Procedures Manual. We understand that the City desires the closeout period to be concluded within a reasonable duration from completion of construction activities. The following is a brief description of some of the major aspects of this work:

As-Built Drawings | The Southstar team will maintain a red-lined set of “As-Built” plans in the construction field office documenting as-built conditions. At the end of construction, the As-Built drawings will be reviewed to confirm all changes to the plans are accurately documented. Following the review, they will be transmitted to the designer to be updated into the electronic plan set with the City’s signature and transmitted for archiving.



Final Walkthrough | Southstar will perform final inspections and issue punch-lists of incomplete or deficient work. Southstar will monitor punch-list completion, and issue a notice of substantial completion. Subject to delegation of authority by the City, Southstar will schedule and conduct a final walkthrough with the City, Contractors, and design engineers. Southstar will coordinate the execution of any required corrections resulting from the final walkthrough. Once all corrections are addressed, Southstar will coordinate final project acceptance with the City and applicable local agencies and utilities.

Final Inspection and Punch-list | Southstar will deliver a final completed project to the City in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards. The Team will perform final inspections and issue punch-lists of incomplete work, monitor punch list completion, coordinate final project acceptance with the City and other stake holders, close out the project’s files and turn them over to the City with the project’s as-built plans and work with the City in coordinating, completing and filing all invoicing and necessary documentation to ensure proper and full reimbursement of funds.

Finalized Documents | All project items including record drawings, contract bid items, claims, change orders, and punchlist items will be finalized.

Item Closeout | All open contract items will be closed out and balanced. Item overruns and underruns will be resolved with the Contractor. Contract Change Orders to adjust item prices will be created if necessary.

Claims Report | Southstar team members have successfully managed hundreds of projects with zero contractor claims. The team will ensure that excellent communication and working relationships are established at the beginning of the project and will continue during the life of the project among all project stakeholders. The team will focus on solving and documenting issues to avoid the need for the contractor to file claims. In the event that claims become unavoidable, the team has the ability to tap into expert resources to eliminate or minimize impacts to the project’s cost and schedule. Mr. Abuelhassan will prepare a Claims Report for each claim that is outstanding and unresolved at the end of the construction project. Claim Reports shall be in accordance with the Caltrans Construction Manual.

Proposed Final Estimate | The Southstar CM can lead or assist in the preparation the Proposed Final Estimate and obtain Contractor’s concurrence. This document shall be provided after resolution of any open claims.

Final Project Report

Project Report | A Final Project Report will be created that identifies the construction of the project, the final cost of construction including construction management and administration, a list of all Contract Change Orders, a list of Construction Claims and the result of each after resolution, and photo and video documentation of construction.

Electronic Files | In addition to the final project report, project files including all drawings, will be transmitted to the City in PDF file format. Hardcopy project files will be neatly arranged, labeled, and boxed for storage.

Final Acceptance | The Southstar team will recommend for final acceptance of the Project after the contractors have corrected deficient work and satisfied all contract conditions. The team will then deliver a final completed project to the City which is in compliance with the plans, specifications, and estimate (PS&E) package, and all applicable codes, permits and standards.

Inspection Services

Construction Observation and Inspection | *As part of the quality control process*, field Inspectors are the first line of defense on any construction project. It is important to have seasoned and experienced field inspectors in the lead of any field activities to ensure contractor's compliance with the plans and specifications and to provide a quality product to the City, Caltrans and the motoring public. *It is also critical for proper documentation of all field activities to maintain accurate measurement and payment records on all Contract Items.* The Southstar team is comprised of seasoned construction management personnel with many years of individual experience on projects such as this one.

The Southstar team is comprised of seasoned construction inspectors with many years of individual experience on similar contracts to this one. Our inspectors are not your typical roadway inspectors, because they were cross-trained as inspectors for building and facility improvements, electrical and lighting improvements, landscaping improvements, sewage improvements, storm drainage improvements, traffic signal improvements. Additionally, all of Southstar inspectors have performed inspection services for projects including storm drain and pipeline relocation, street improvements, traffic signal improvements, roadway widening, striping, traffic control, utility protection (with relocation if required) project quality control, and various types of concrete work. They are intimately familiar with the Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction ("Green Book") State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). Inspectors will ensure that appropriate agencies (including, but not limited to) Fire Departments, City, resource (environmental) agency, and local agency personnel are notified and present as required throughout the project. They will notify the City immediately regarding any directives, recommendations, notices, etc. received from agencies other than the City. In the field, the Southstar team will make all reasonable efforts to guard the City against defects and deficiencies in the contractor's work.

Responsibilities of the construction inspectors include, but are not limited to:

- Performing daily on-site observations of the progress and quality of construction to determine if work being performed is in general conformance with contract documents, all applicable laws, codes, and ordinances.
- Identifying actual and potential problems associated with Project and recommending sound engineering solutions
- Reviewing plans, specification, and other contract and construction-related documents. Inspectors will intimately study these documents along with traffic control plans, construction schedules, sequences, and permit requirements. Understanding all the details of these resources will guide the inspectors when ensuring the contractor's compliance.
- Maintain photographs of the pre-construction phase, during the construction phase, and the post-construction phase
- Attend pre-construction meetings, weekly and monthly (if necessary) meetings, and discuss any concerns that may lead to budget or scheduling issues. Inspectors will create and submit a "Weekly Statement of Calendar/Working Days" as requested by the City.
- Coordinate with the Contractor to discuss the plans, specifications, and regulations to ensure the contractor is complying.
- Provide inspections to ensure encroachment permittees about non-compliance and correct compliance problems as they arise. Inspector will then notify the encroachment permittees when these problems arise.
- The field inspector's daily diaries will contain full documentation and photographs of the work performed. Consistent and accurate written and photo documentation of all field activities is of paramount importance in protecting the City against contractor claims and costly contract change orders. Per the City's request, the daily diaries will include site and weather conditions; traffic control measures taken by contractors; labor, equipment and materials used; quantity of work performed; and major incidents/safety violations.
- Consistently review construction progress schedules to verify the project is on track and within budget. The inspectors will notify the Contractor should any deviations occur, and they will formulate a plan to bring the project back on track.
- Monitoring the contractor's daily work for safety, quality, public convenience, and compliance with contract documents.
- Coordination with the Materials Testing unit to review soil compaction and materials testing certifications of compliance. The Inspector will also coordinate with the City's Acceptance Testing and Independent Assurance Program firms to ensure the quality of work once completed. Monitoring of change order work.
- Monitor contractors to ensure materials aren't installed without the approval of the City's Material Testing firm.
- Monitor utility relocation, minimize utility conflict delays, and potent relocations. Inspectors will report any potential delays or relocations to the City.
- Coordinate with the Contractor and Public Outreach Liaison to discuss access to surrounding businesses and residential areas
- Ensure safety compliance in the field, for the surrounding public, and report any failing safety measures to the City.

UNDERSTANDING OF THE WORK TO BE DONE, AND THE WORK PLAN

- Monitor and maintain compliance with the City's National Pollutant Discharge Elimination System (NPDES). Ensure environmental compliance of other local Cities, County, State, and Federal regulations.
- Maintaining data for change orders and tracking the time of dispute, the time of the contractor's notification, and what the inspector will do.
- Provide technical support, prepare and submit necessary documentation for approval by the City and attend meetings as required in order to receive authorization from the City to construct the project.
- Maintaining awareness of water discharge requirements. Monitoring Contractors compliance with applicable regulations and applicable required construction contract provisions.
- Coordinate with the Contractor and construction manager to provide complete measurements and calculations to administer progress payments and make recommendations for payments
- Performing field measurements of the contractor's work and recording them in quantity calculation sheets that will be the basis for contractor's payments.
- Ensure the Contractor submits all certified payroll reports with monthly progress payment requests. The inspector will also coordinate with the labor compliance officer to ensure these reports are compliant with both federal and state prevailing wage regulations. Also, the inspector will verify the labor and hours reported by the Contractor's based on their daily diaries and inspection reports.
- Submit as-built plans to the City once the project is completed
- Making punch-lists, conducting final inspections and close-out encroachment and construction/excavation permits.

Daily Reports | The Southstar Inspector will provide the City with daily diaries of the construction progress. Here, the inspector will prepare a daily report using the Caltrans format found in the Caltrans Local Assistance Procedures Manual. The report will discuss quantities of materials, photos of construction progress, any issues that may have occurred throughout the day, construction activity, accomplishments, status of project budget and schedule, and any other components that should be brought to the City's attention.

Progress / Coordination Meetings | Southstar's Inspector will assist the construction manager in coordinating meetings with the Contractor, Designer, the City's construction surveyor, the City's materials inspector, and utility companies. During construction, Southstar's Inspector can lead or assist weekly progress meetings with the Contractor to address the status of the project and project issues. The team will prepare and distribute agendas, minutes, and an issues log. During these meetings, the status of submittals, RFIs, CCOs and project issues will be reviewed and updated.

Drainage | Proper on-site drainage is critical for the safety of the public and the constructed facilities. It is very important to maintain working drainage facilities during construction to prevent flooding of the project site, local streets and to construct the new facilities with the ultimate conditions in mind. The projects propose to construct/modify drainage systems with various pipe sizes and materials and drainage structures. Members of our team are heavily experienced in the construction of drainage facilities and systems in accordance with the Caltrans Standard Plans, Green Book and the contract documents.

Materials Testing | *Southstar will coordinate with our Materials Testing subconsultant, MTGL, to provide quality assurance material sampling and testing services to support the project as needed.* Field personnel will provide periodic or continuous observation and perform sampling and testing of in strict accordance with published standard testing procedures, the project Technical Specifications, and as directed by the City. During construction, their field inspector will meet each shift with the City's Representative to discuss the day's operations. The test results for each material will be processed into a standard report format and sent to the Resident Engineer within the timeline established by the project Technical Specifications. A summary of all acceptance testing will be maintained and updated throughout the project. Constant coordination between our field team and laboratory personnel ensures that time-sensitive tests are performed and reported promptly.

Soils Compaction Testing Service | MTGL's proposed scope of work for providing soils compaction testing on an on-call, as-directed basis will consist of the following.

- Performing relative compaction testing of utility trench backfills, and on-site street improvements
- Performing necessary laboratory tests to evaluate conformance of the soils and aggregate base materials
- Preparation of a written report summarizing all test results performed upon completion of the work. The report will not contain a rendering, opinion, certificate, or warranty, of the compaction or materials tested.

Asphalt Laydown Inspection and Testing | MTGL's proposed scope of work for asphalt laydown inspection and testing will consist of the following. Asphalt inspections and testing will be performed in general conformance to the latest Standard Specifications for Public Works Construction (Greenbook).

- Asphaltic Concrete Laydown Inspection - Services will consist of providing inspection and quality control during the laydown operation for conformance to the job specifications. The laydown inspection will consist of monitoring the temperature and rolling procedure for the in-place density of asphaltic concrete by nuclear method. The quality control will consist of asphaltic concrete maximum density testing for conformance to the job specification. A written report will be provided at the completion of the work.

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UNDERSTANDING OF THE WORK TO BE DONE, AND THE WORK PLAN

- **Laboratory Testing of Asphaltic Concrete** - Services will consist of materials testing of asphaltic concrete. Services will include Hveem stabilometer, sieve analysis and extraction tests of asphaltic pavement. Tests will be performed on materials sampled at random locations and at frequencies based on the project specifications. A written report will be provided at the completion of the work.
- A written report summarizing the results of all tests performed will be prepared upon completion of the work.

Reinforced Concrete | Field testing of concrete will consist of slump and temperature. Samples will be fabricated and transported to our laboratory for compressive strength testing at the rate of one set of four concrete test cylinders per every 150 cubic yards.

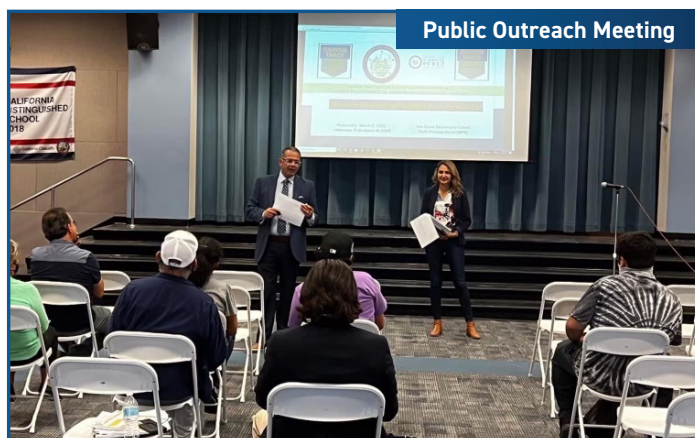
Laboratory Testing of Concrete Specimens | Test cylinders would be cured in our laboratory in accordance with ASTM C192. Compression tests would be performed in accordance with ASTM C39 at 7 and 28 days, respectively. Copies of the results of all compression tests will be provided upon completion of the test.

Value Added Services

Photo Documentation | All our team members are equipped with iPhones and iPads for proper photo/video and written documentation of all project activities. We will document the job site existing conditions with complete and comprehensive job-site photos and video prior to construction. During construction activities and after completion of project elements, project photos and videos will be taken and stored on a common project cloud server to document progress. City staff will have access to Project cloud server at any time.

Cost Reduction Proposals | The team will monitor and manage the initiation, preparation, review and justifications for project cost reduction proposals submitted by the Contractor, Design Engineer, City or Southstar to affect the most desirable benefit to the project. Any proposal will be thoroughly reviewed by the team and discussed with the City for potential implementation after establishment of merit and benefit to the City.

Public Outreach | Southstar is proposing as-needed public outreach support with unrivaled experience in community outreach and public education and awareness programs. Led by Vanessa Barrientos, Bilingual, our team will provide community outreach and public meeting support for the project. Our team will ensure that accurate information regarding this project reaches targeted businesses and the community in a timely, cost-effective manner. Communication platforms are always tailored to the needs of the community and businesses. Our goal is to minimize the inconvenience of the community and traveling public as they all play an important role in the success of all projects. Ms. Barrientos's ability to communicate about design, engineering, traffic, and diverse communities makes her an asset throughout the life of the contract.



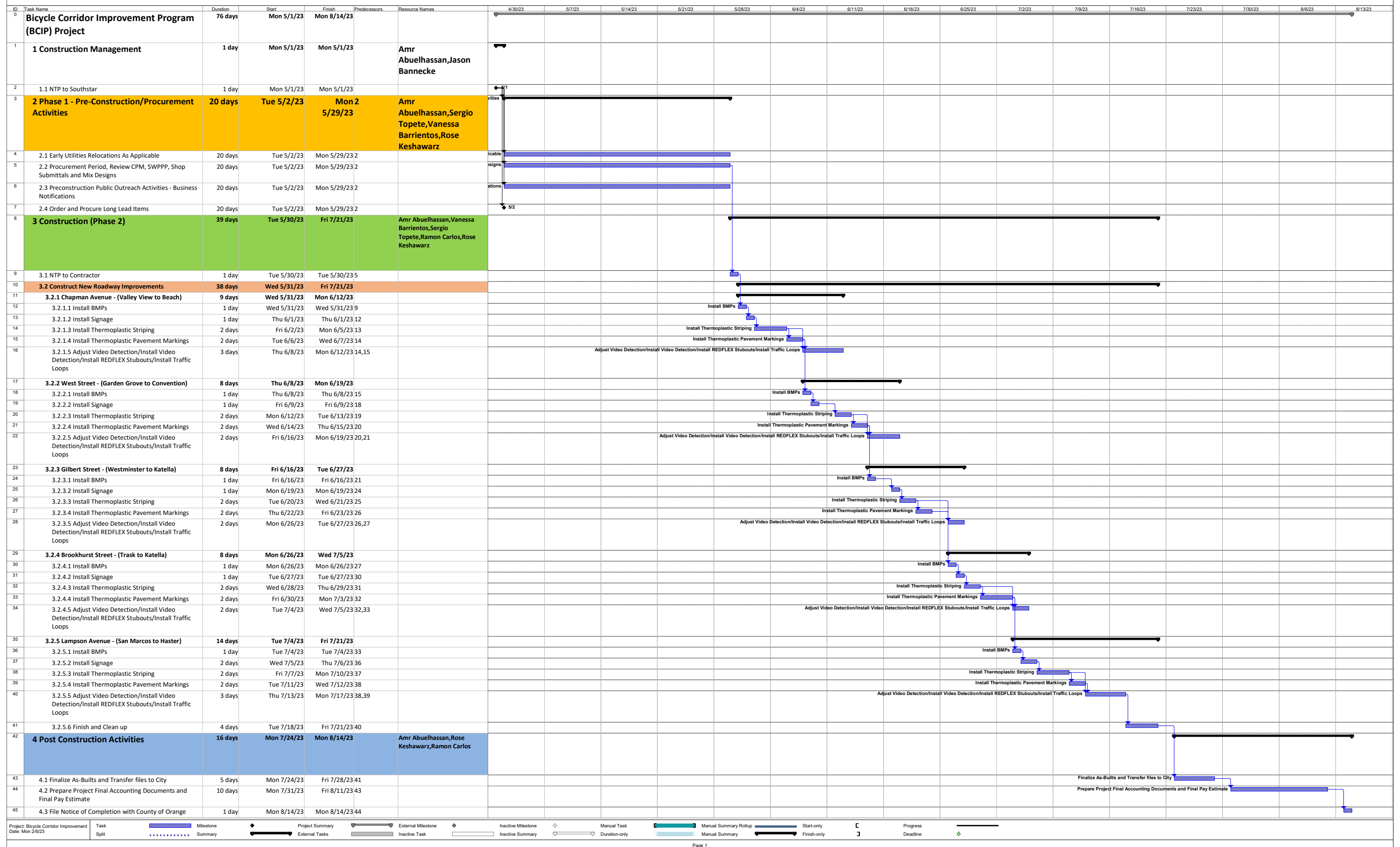
Ms. Barrientos is a seasoned award winning public outreach specialist with a broad background that combines Program Project Management (Caltrans), Traffic Management Coordination and Office Engineering services for state, County, Cities and body of Government Organizations. She successfully led a variety of public outreach campaigns most recently for the high-profile Caltrans I-5 Corridor Improvement Projects, a combination of 17 concurrent projects with multiple Traffic Management Plans (TMP) Caltrans Seniors, RE's, Inspectors and Public Works Directors.

She has proven abilities for managing complex, multi-objective projects with multidisciplinary teams and for designing and implementing outreach strategies that reach target audiences, especially participants with little or no tradition of participating in civic processes.

Project Schedule

The Southstar team has reviewed the plans provided with the RFP to determine an approximate schedule for various activities to be performed by the construction management team involved that identifies the milestones of major tasks of the Project. This schedule can be found on the following page.

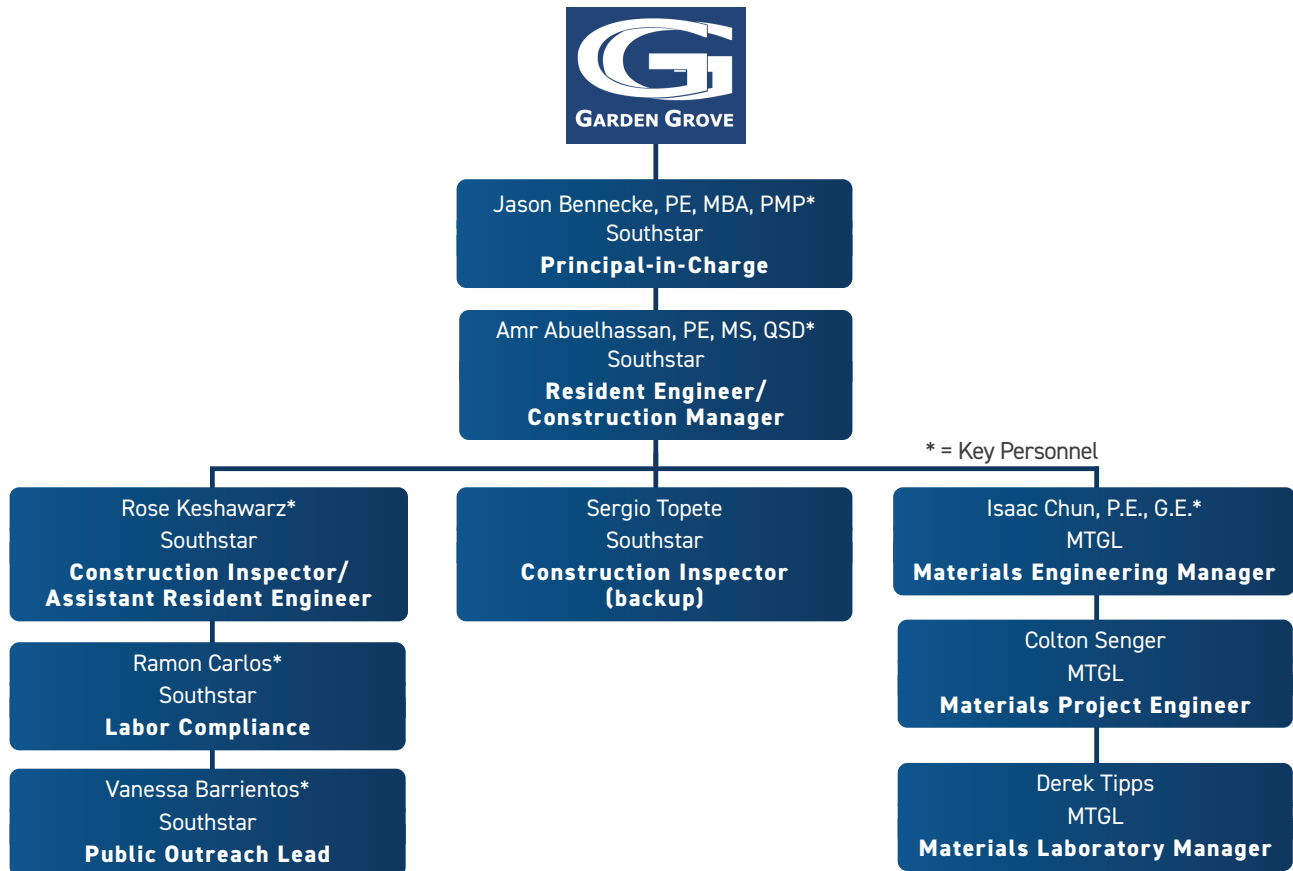
CITY OF GARDEN GROVE - Bicycle Corridor Improvement Program (BCIP) Project Improvements Proposed Resource Loaded Schedule and Workplan



Organization Chart and Proposed Roster

This organizational chart illustrates our team's proposed roles, lines of communication and support services. Below is a roster of available staff for the City to select for the *Bicycle Corridor Improvement Program (BCIP) Project*. Southstar will be happy to meet with the City to determine the unique needs of the project and provide recommendations from the available roster with regard to both technical expertise and availability as well as cost considerations.

Southstar understands that those designated as key personnel will be available to the extent proposed for the duration of the required services and acknowledges that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City of Garden Grove.



ROLE	NAME	FIRM	% AVAILABILITY
PIC	Jason Bennecke, PE, MBA, PMP*	Southstar	25%
Resident Engineer/Construction Manager	Amr Abuelhassan, PE, MS, QSD*	Southstar	As Needed (up to 100%)
Construction Inspector/Assistant Resident Engineer	Rose Keshawarz*	Southstar	100%
Labor Compliance	Ramon Carlos*	Southstar	As Needed (up to 100%)
Public Outreach Lead	Vanessa Barrientos*	Southstar	As Needed (up to 100%)
Construction Inspector (backup)	Sergio Topete	Southstar	As Needed (up to 100%)
Materials Testing Engineering Manager	Isaac Chun, P.E., G.E.*	MTGL	As Needed (up to 20%)
Materials Testing Field Technician	Colton Senger	MTGL	As Needed (up to 75%)
Materials Testing Field Technician	Derek Tipps	MTGL	As Needed (up to 60%)

Southstar Key Personnel Bios

JASON BENNECKE, PE, MBA, PMP -

PRINCIPAL-IN-CHARGE/FIRM REPRESENTATIVE

As the PIC/Contract Manager/Firm Representative, Mr. Jason Bennecke, PE, MBA, PMP, (Professional Engineer, CA #58808) will be responsible for allocating the necessary resources for this contract. He will be responsible for the overall scope, cost, and schedule for all proposed work. Mr. Bennecke has over 30 years of civil engineering and management experience and has provided similar project management services for Caltrans, RCTD, and the Cities of San Luis Obispo, Corona, Menifee, Murrieta, Palm Desert, La Quinta, Palmdale, and Rialto. Mr. Bennecke is a master level risk manager, having managed risks for over a dozen local interchanges during project development and construction and he will regularly check in to ensure that our team is performing and meeting and/or exceeding the City's expectations.

AMR ABUELHASSAN, PE, MS, QSD -

RESIDENT ENGINEER/CONSTRUCTION MANAGER

Mr. Amr Abuelhassan, PE, MS, QSD, (Professional Engineer, CA #C57817) brings over 30 years of experience in project management, construction management, and civil engineering. His relevant construction management and contract administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. He previously worked as construction manager for the local Cities of La Mirada, Santa Fe Springs, and Norwalk when he led the I-5 Widening Construction Traffic Mitigation Projects. In addition to this project, Mr. Abuelhassan has provided similar services required for this project on the San Pablo Avenue Streetscape Phase 1 and 2 Projects for the City of Palm Desert, and La Quinta's Complete Streets project for the City of La Quinta. Working with the local cities in Los Angeles, Orange, Riverside and San Bernardino Counties has resulted in Mr. Abuelhassan becoming intimately familiar working with various local agencies and utility companies. Mr. Abuelhassan, will serve as the resident engineer/construction manager for the duration of the project.

ROSE KESHAWARZ -

CONSTRUCTION INSPECTOR/ASSISTANT RESIDENT ENGINEER

Ms. Keshawarz has over 24 years of experience in heavy construction work related to highways, railroads, airports, subdivision roads, stadiums & arenas, utility coordination and leisure and hospitality projects. Owners, designers, and contractors highly value her ability to communicate effectively in addition to her adeptness at cutting overall costs and to accelerate project schedules with efficiency. Ms. Keshawarz has worked on all aspects of construction and brings expertise in contract documentation, processing change orders, resolving conflicts, coordination with designers and resolves all field issues. She possesses an in-depth understanding of the Caltrans Standard Specifications and plans, Construction Manual, Bridge Construction Records and Procedures manual, Standard Specifications for Public Works Construction (Greenbook), and Cal-OSHA practices and procedures. She has led all aspects of contract administration including staffing; meeting with contractors and agencies; monitoring construction budget and schedule, partnering; as well as conducting value analysis and constructability reviews of project plans and specifications for errors and omissions. Public and private agencies across Southern California hold Ms. Keshawarz in high esteem and as she is a seasoned professional with Public Works project experience, which covers a complete spectrum of their needs. Ms. Keshawarz will serve as the full-time Construction Inspector for the duration of the project.

RAMON CARLOS - LABOR COMPLIANCE OFFICER

Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

VANESSA BARRIENTOS - PUBLIC OUTREACH LEAD

Vanessa Barrientos has over 15 years of experience planning and executing community outreach campaigns for high-profile infrastructure projects engaging and informing stakeholders. She consistently implements tailored public awareness campaigns with a cost-effective approach by proactively establishing goals, objectives, and budgets, while encouraging open conversation and facilitating the access of project information. Vanessa's experience includes visual content creation, collateral material creative concepts, presentation development, community event marketing, special event coordination, speaker's bureau research, canvassing, direct mail, grassroots outreach, helpline management, electronic communication, website management, social media content creation, photography, development of press releases and kits, and elected briefings coordination.

Jason Bennecke, PE, MBA, PMP | Principal-in-Charge

BIOGRAPHY



Mr. Bennecke has over 30 years of extensive civil engineering and management experience while working on large transportation projects in different capacities. As a full-time Project Manager at Caltrans District 8 from 2008-2014, he was responsible for successfully delivering and maintaining a project portfolio worth over \$500 million, mostly interchange reconstruction projects in various stages of PA/ED, PS&E, and Construction. He successfully guided ten (10) separate interchange projects in Riverside County through the project development and construction phases. His practical design experience includes design of roadways, streets, street lighting, drainage channels, drainage structures, storm drains, sanitary sewer, and structural work. He has broad experience in project coordination with local agencies, funding partners, Local Assistance, Caltrans, utility companies, cities, state agencies, and private property owners.

CV

Education

- Master of Business Administration, Corporate Management, CSUSB
- BS, Civil Engineering, Cal Poly Pomona

Professional Registrations

- Professional Civil Engineer, CA #58808
- CA General Building Contractor, #921267CA
- Real Estate Broker, Lic #01332170
- Certified Project Management Professional, PMP #1443915

Experience

- 14 Years with Southstar | 30+ Years in Role

Benefits to the Project

- Significant experience on large scale paving, highway and bridge construction projects
- Significant experience with risk mitigation and constructability reviews
- 30 years working with and for Caltrans District 8 in San Bernardino, resulting in extensive knowledge of Caltrans procedures and policies
- Extensive claims resolution experience

I-15/Cajalco Interchange Corona

Corona, CA – Project Manager

Mr. Bennecke was responsible for guiding this project which has reconstructed the interchange located on Interstate 15 (I-15) at Cajalco Road from Temescal Canyon Road to Bedford Canyon Road. The \$50 million dollar investment included the widening of Cajalco Road from a two-lane bridge to a six-lane overcrossing bridge on a new alignment north of the existing bridge. In addition, the bridge included a striped median, outside shoulders and a sidewalk on the southern side. Mr. Bennecke was able to successfully deliver this project despite its external challenges such as local mountain fires. Nonetheless, the project was still delivered ahead of schedule saving the City of Corona unnecessary costs.

San Pablo Ave Streetscape Phases I & II Projects

Palm Desert, CA – Project Manager

Mr. Bennecke was responsible for providing project management for these two construction management and inspection services projects. The projects were fully funded with City Funds, however, Mr. Bennecke ensured to document the project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual, the Construction Manual Supplement for Local agency Resident Engineers, the Local Assistance Procedures Manual (LAPM) and the Local Agency Structure Representative Guidelines requirements and as directed by the City Engineer.

La Quinta Complete Streets Improvements Project

La Quinta, CA – Project Manager

Mr. Bennecke was responsible for providing project management services for this construction management, inspection, survey, and materials testing project. The project was partially funded with State Only Active Transportation Funds, and therefore we documented the Project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM) requirements and as directed by the City Engineer. Careful consideration was taken to develop a construction schedule based on the approved Stage Construction plans. The construction staging and schedule was developed to minimize impacts to the businesses and school during the season (November to April) and to minimize detours and closures to keep traffic flowing at all times. As such, the Project was broken down into three phases.

Amr Abuelhassan, MS, PE, QSD | Resident Engineer/Construction Manager

BIOGRAPHY



Mr. Abuelhassan has over 31 years of experience in project management, construction management, and civil engineering. His extensive construction management and administration experience and knowledge provides a solid foundation for the delivery of projects from inception to completion of construction. Mr. Abuelhassan's experience includes working for Caltrans District 8 delivering projects on various routes within the District as a Project Manager and as a Resident Engineer. Mr. Abuelhassan's experience also includes working for the County of San Bernardino Department of Public Works as a Resident Engineer where he performed the duties of construction manager on several successful projects. During his tenure, as Resident Engineer at the County of San Bernardino Department of Public Works, Mr. Abuelhassan delivered the largest transportation construction project in the County's history, Ft. Irwin Road Widening and Rehabilitation Project.

CV

Education

- Master of Science, Civil Engineering, California State University, Fullerton, 1997
- Bachelor of Science, Civil Engineering, California State Polytechnic University Pomona, 1991
- Caltrans RE Academy 2001

Professional Registrations

- Professional Engineer, CA #C57817
- Qualified SWPPP Developer (QSD) #23428

Experience

- 13 Years with Southstar | 31 Years in Role

Benefits to the Project

- Former Caltrans Project Manager and Resident Engineer
- Has managed multiple public works projects throughout Southern California
- Significant experience in Federally Funded Transportation Projects
- Experienced Resident Engineer of similar projects
- Expert on roadway, highway, and bridge construction projects
- Significant Experience in Delivering Transportation Projects under Caltrans Oversight

San Pablo Ave Streetscape Phase I and II Project

Palm Desert, CA – Resident Engineer

As resident engineer, Mr. Abuelhassan was responsible for providing construction management services. The project was fully funded with City Funds, however, Mr. Abuelhassan ensured to document the project construction and progress payments in sufficient detail to comply with Caltrans Construction Manual, the Construction Manual Supplement for Local agency Resident Engineers, the Local Assistance Procedures Manual (LAPM) and the Local Agency Structure Representative Guidelines requirements and as directed by the City Engineer. Mr. Abuelhassan was responsible for ensuring construction activities are continuous and no delay is encountered as a result of field conflicts.

La Quinta Complete Streets Improvements Project

La Quinta, CA – Resident Engineer

The Southstar Team, led by Mr. Abuelhassan, was responsible for providing construction management, inspection, survey, and material testing services. He ensured construction activities were continuous and that no delays were encountered as a result of field conflicts. The project was partially funded with State Only Active Transportation Funds, and therefore the Project construction and progress payments were documented in sufficient detail to comply with Caltrans Construction Manual and the Local Assistance Procedures Manual (LAPM) requirements and as directed by the City Engineer. The project was constructed in 3 phases split into 3 stages each.

SR-60 / Archibald Avenue Interchange Improvements Project

Ontario, CA – Senior Resident Engineer

Mr. Abuelhassan served as the Senior Resident Engineer on this \$15 million project that improved Archibald Avenue between East Oak Hill Drive and Monticello Place at the State Route 60 (SR 60) interchange, located in the City of Ontario in San Bernardino County. Improvements included widening Archibald Avenue to add a northbound left-turn lane to the westbound on-ramp and an additional southbound left-turn lane to the eastbound on-ramp. This widening also extended an additional storage lane south of the interchange for northbound traffic accessing the westbound on-ramp. The westbound and eastbound off-ramps were also widened to accommodate an additional left-turn lane. In addition, right-turn pockets in the northbound and southbound directions were added approaching the eastbound and westbound on-ramps. Services include: participation in the evaluation of scheduling; constructability reviews; utility coordination; construction project advertising, bid analysis, and award; construction inspection; surveying; materials testing; source inspection; landscape inspection; contractor interface and contract administration; office engineering; coordinating with local ongoing projects, and other assorted duties as appropriate in managing the construction of the Caltrans oversight and city roadway improvement project.

Rose Keshawarz | Construction Inspector/Assistant Resident Engineer

BIOGRAPHY



Ms. Keshawarz has over 24 years of experience in heavy construction work related to highways, railroads, airports, subdivision roads, stadiums & arenas, utility coordination and leisure and hospitality projects. Owners, designers, and contractors highly value her ability to communicate effectively in addition to her adeptness at cutting overall costs and to accelerate project schedules with efficiency. Ms. Keshawarz has worked on all aspects of construction and brings expertise in contract documentation, processing change orders, resolving conflicts, coordination with designers and resolves all field issues. She possesses an in-depth understanding of the Caltrans Standard Specifications and plans, Construction Manual, Bridge Construction Records and Procedures manual, Standard Specifications for Public Works Construction (Greenbook), and Cal-OSHA practices and procedures. She has led all aspects of contract administration including staffing; meeting with contractors and agencies; monitoring construction budget and schedule, partnering; as well as conducting value analysis and constructability reviews of project plans and specifications for errors and omissions.

CV

Education

- BS, Construction & Civil Engineering, Newark College of Engineering 1999

Registrations

- OSHA 30 Hour Training
- OSHA 10 Hour Training
- URS Certified Project Manager
- 30-Hour OSHA General Industry Safety

Project Benefits

- Ms. Keshawarz has over 24 years' experience working on large construction projects:
- \$1.908 billion Caltrans and Metro, I-405 Sepulveda Gap Closure HOV Widening Project
 - \$1.5 billion Caltrans, RCTC and City of Corona, SR-91 / I-15 Corridor Improvement Design-Build
 - \$208-million San Bernardino County and Caltrans, I-15 / I-215 Interchange Design-Build CA
 - \$485 million City of Phoenix-Sky Harbor International Airport, Automated People Mover (APM) and Maintenance Facility

Experience

- < 1 Year with Southstar | 24 Years in Role

County of San Bernardino, Macy Street Improvements

San Bernardino, CA – Construction Inspector

Ms. Keshawarz served as Construction Inspector on this project. Project included removal and repair of broken and damaged curbs & gutters; driveway & alley approaches; sidewalks; and deteriorated asphaltic concrete pavement; installation and reconstruction of curb ramps meeting current Americans with Disabilities Act guidelines; surface grinding of existing asphalt concrete pavement; placement of Asphalt Rubber Hot Mix (ARHM) surface course and reconstruction of Public Works Facilities Parking Lot. She performed site inspections, making sure the work is being done in compliance with the plans and specifications and provided reporting, Daily Dairies, project photos and coordination with the contractor keeping track of equipment and track of manpower.

City of Whittier, Nelles at the Grove in Whittier (WUA18-027),

Whittier, CA – Construction Inspector

Field Inspector. The project includes new construction of 561 homes, 189 apartments and 150,000 square feet of retail and restaurant space. Four historic buildings will be preserved. Project also includes for new neighborhood parks and open space, as well as the restoration and reuse of four buildings from the 1920s and 1930s as part of the commercial and residential areas. Responsibilities include field inspection of asphalt concrete pavement, mill and resurfacing, AC dike, electrical work, coordinating with utility companies', landscaping, irrigation, grading, traffic signals, upgrade of traffic control devices, turn lanes, streetlights, parking lots, driveways; curbs, sidewalks, water systems, sewer systems and traffic control, concrete drainage pools and overseeing compliance testing. Her other tasks include reporting, Daily Dairies, project photos and coordination with the contractor, keeping track of equipment and track of manpower.

Holland Road/I-215 Bridge - City of Menifee

Menifee, CA – Office Engineer

As Office Engineer, Ms. Keshawarz provides construction support services for the Holland Road/I-215 Bridge. The work consists of installing a bridge structure, MSE walls, a roadway, and utilities. The structure will be a three span, cast-in-place prestressed (CIP/PS) concrete box girder bridge. The structure will be 328'-0" long and 82'-0" wide include parallel MSE walls will retain the approach at the east abutment and utility relocations. Responsibilities includes but not limited to significant coordination with multiple local Agencies, set up and maintain all project files in accordance with the Caltrans Construction Manual, SWPPP review and approval, review of quantities for progress payment, attending project construction, inspection and site meetings, as well as review and coordinate the engineering submittals such as, shop drawings/RFI's with engineering staff while ensuring quality plans meet the contract requirements and approved the design materials for the project. She reviews, process construction changes orders and coordinate with all subcontractors affected by the change. Coordinate construction activities with Utility Owners and Public and Local Agencies. Also prepare monthly progress report, review of contractors CPM schedule.

Ramon Carlos | Labor Compliance Officer

BIOGRAPHY



Mr. Ramon Carlos, Jr. has been a labor compliance officer since 2003 with the public sector as well as private sector. He takes on highly challenging positions and projects, and with his energy, initiative, and ability to implement and administer programs, delivers successful assignments that have built his reputation in our industry as one of the best labor compliance officers in the Inland Empire.

CV

Education

- High School Diploma

Experience

- 11 Years with Southstar | 20 Years in Role

City of Corona, I-15/Cajalco Road Interchange Project

Corona, CA - Labor Compliance Officer

Mr. Carlos served as the labor compliance officer for this \$50M project. The project reconstructed the interchange located on Interstate 15 at Cajalco Road in the City of Corona. The improvements will increase the capacity of the overcrossing and ramps to reduce congestion and accommodate projected development and growth in the area. As the labor compliance officer, Ramon is responsible for reviewing contractor's certified payroll records, performing worker interviews, DBE reports and EEO records.

Project Cost: \$50 million | **Performance Period:** 10/2017-3/2020

I-10/Jefferson Street Interchange Project, Indio, CA

Indio, CA - Labor Compliance Officer

Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained.

Project Cost: \$45 million | **Performance Period:** 03/2015-10/2017

Foothill Boulevard Bridge Widening

San Dimas, CA - Labor Compliance Officer

Mr. Carlos served as the Labor Compliance Officer for this project that consisted of widening the existing structure for both west and east bound traffic. The project added a 5-foot bike lane and an 8-foot shoulder to improve pedestrian safety and tie in with the existing east and west bound approaches by widening the existing structures. The project also included the installation of a water main on Foothill. Throughout the construction duration, one-way traffic was maintained on Foothill Boulevard, continuous access to the businesses and residents was also maintained.

Project Cost: \$2.3 million | **Performance Period:** 03/2015 – 04/2016

Los Alamos Bridge, I-15

Murrieta, CA - Labor Compliance Officer

As the labor compliance officer, Mr. Carlos reviewed the Prime and subcontractor certified payrolls, monthly, to confirm compliance with specified prevailing wage requirements. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager monthly.

Project Cost: \$30 million | **Performance Period:** 12/2006-12/2010

Riverside Water Treatment Plant (WQCP expansion project)

Riverside, CA – Labor Compliance Officer

Mr. Carlos served as the labor compliance officer. He reviewed the Prime and subcontractor certified payrolls, monthly, to confirm compliance with City of Riverside specified prevailing wage requirements. He conducted on-site/mail interviews with prime and subcontractor employees to confirm compliance with the City of Riverside specified prevailing wage requirements. He conducted source document reviews on contractors who performed work on project. He also provided written reports with any findings on certified payroll reviews and interviews to construction manager monthly.

Project Costs: Varies | **Performance Period:** Varies

Vanessa Barrientos | Public Outreach Lead

BIOGRAPHY



Vanessa Barrientos has over 15 years of develop and execute tailored public awareness campaigns for over \$3.4 billion high-profile infrastructure projects with a cost-effective approach by establishing goals, objectives and budgets. She encourages open conversation and facilitating the access of project information. Top priorities are safety and engaging the community in an open conversation and facilitating the access of project information. Her unique approach to public outreach strains from her experience as a Caltrans Traffic Management Center Liaison, Assistant Project Manager for Caltrans Stream-Lined Oversight Projects, and as an Office Engineer. These assignments enhanced her communication skills – affording her the capability of communicating with Engineers - turn around and decode technical project information to the general public for continuous support throughout the life of the project.

CV

Education

- BS Criminal Justice, California State University, San Bernardino

Awards

- ASCE OC Branch Awards | Construction Project of the Year
- Gold Award, MarCom Awards | Communication Program
- Finalist, Public Relations Society of America, 50th Prism Awards, Community Relations

Experience

- 7 Year with Southstar | 15 Years in Role

San Pablo Avenue Streetscape Phase 1 and 2 Project

Palm Desert, CA – Public Outreach Liaison

Ms. Barrientos is served as the lead Community Outreach Representative for the project that will ransformed San Pablo Avenue into a key artery in a revitalized city center where walking, biking, and fun is the focus in the City of Palm Desert. Her responsibilities included a community outreach plan, dedicated website, dedicated hotline, project branding, construction notices, business outreach, TEXT to Sign-Up, construction maps, collateral material, monthly aerial photos, bitables videos and canvassing. Coordinating Project Partners include: City Project Manager, Contractor, Resident Engineer, CVWD, Business Owners and field staff. She attends weekly construction meetings, reviews schedule and develops tailored outreach services for each construction activities.

La Quinta Complete Streets Multi-Stage Project

La Quinta, CA – Public Outreach Liaison

Ms. Barrientos served as the lead Community Outreach Representative for the project that constructed five new roundabouts where pedestrian, bicycle, golf cart, and automobile traffic exists. Her responsibilities included a community outreach plan, dedicated website, dedicated hotline, TEXT to Sign-Up, construction maps, project branding, construction notices, business outreach, collateral material, monthly aerial photos, bitables videos and canvassing. Coordinating Project Partners include: City Project Manager, City PIO, Contractor, Resident Engineer, Old Town La Quinta, Benjamin Franklin Elementary School, Bus Transit, Business Owners and field staff. She attended weekly construction meetings, reviews schedule and developed tailored outreach services for each construction activities.

County of Orange, OC Public Works, La Pata Extension Project

San Clemente/San Juan Capistrano, CA – Dedicated Community Outreach Coordinator

Ms. Barrientos was responsible for developing and implementing the extensive community outreach plan. The plan, tailored to encompass the entire Orange County region includes collaborating with other county groups, event planning, resident and business outreach, open houses, community meeting presentations, branding, collateral material development and review news releases, translation and interpretation, inquiries, and 3D simulation. Partners include, Cities of San Juan Capistrano, San Clemente, OC Waste & Recycling and construction division.

City of Corona – I-15/Cajalco Road Interchange Project, Dedicated Community Outreach Liaison

Corona, CA – Dedicated Community Outreach Liaison

Ms. Barrientos served as a Dedicated Community Liaison and was responsible for developing and executing a comprehensive bilingual community outreach plan for this complicated highway project. She coordinated with resident engineer, contractor, I-15 Express Lanes Project, EVMWD's Flager Wells Project, Temescal Canyon Widening Project, City Water Main Project, Arantine Hills Development Roadway Project, local businesses and residents. Her outreach plan included a dedicated project website, business outreach, resident outreach, City Council briefing presentations, branding and collateral material design, toll-free hotline number management, graphic design, photography, translation services, and construction alerts. She maintained a comprehensive documentation control system, detailing public inquiries, photos, and outreach activities.

ISAAC CHUN, P.E., G.E.

Geotechnical Engineer/Engineering Manager

EXPERIENCE

Years of Experience: 29

Years with MTGL: 11

Office Location: Anaheim

EDUCATION

- B.S. Civil Engineering, California State Polytechnic University, Pomona

LICENSES**/CERTIFICATIONS**

- State of California Registered Civil Engineer, CE #59431
- State of California Registered Geotechnical Engineer, GE #2649

EXPERTISE

- Preconstruction and Regular Construction Meeting
- Geotechnical Services
- Materials Testing
- Source Inspection
- Roadway Inspection
- Project Management
- Monthly Activity Reports
- Safety
- Project Closeout

AVAILABILITY: 20%

Isaac Chun is a Geotechnical Engineer and Engineering Manager with over 29 years of experience in geotechnical engineering, materials testing, special inspection, construction engineering and management, quality assurance/quality control program development and administration, and the source/fabrication inspection industry.

His extensive experiences and knowledge base include geotechnical investigations, specialty pile design, seismic hazard mitigation, resource evaluation and characterization, slope stability analysis, settlement analysis, seepage analysis, performance testing, post-construction stability analysis, distress mapping, and soils characterization. His geotechnical construction experience includes specification review and augmentation, earthwork-related remediation, deep pile inspection, CIDH inspection, observation of ground improvement construction, and regulatory agency compliance.

He is experienced performing in quality program management and administration extends to projects administered through FAA, FHWA, USACE, Greenbook, DSA, OSHPD, and various other city governments and local funding agencies.

RELEVANT PROJECT EXPERIENCE**JACOBS PROJECT MANAGEMENT****Contact/Phone**

Ken Bui, P.E.
P: 714-400-7988

OCTA DB I-405 Improvement Project.

Engineering Manager during materials testing and inspection services for the project improvement scope of work includes but is not limited to the construction of two (2) new travel lanes from the Orange County segment of the I-405 to the Los Angeles County Lane. In addition to the new pavement, twelve (12) Over-Crossings are being rebuilt to accommodate a wider freeway.

JACOBS PROJECT MANAGEMENT**Contact/Phone**

Gary Tomasetti
P: 714-412-2262

I-215 Central Widening – Scott Road in Menifee and Nuevo Road in Perris, California.

Engineering Manager for the project widened 12.5-miles of Interstate 215 between Scott Road in Menifee and Nuevo Road in Perris. One (1) lane added in each direction to this section of I-215 and three (3) continuous Northbound lanes and Southbound lanes on I-215 between I-15 and SR 60.

JACOBS PROJECT MANAGEMENT**Contact/Phone**

Gary Tomasetti
P: 714-412-2262

SR47/I-110 Widening and Improvements, Los Angeles, California.

Engineering Manager for the proposed project involved widening of the SR47/I-110 connector from 1 to 2 lanes, extending the additional general-purpose lane on the northbound NB I-110 past the John S. Gibson Boulevard off-ramp, modifying the northbound ramps at the I-110/John S. Gibson Boulevard interchange, and improving the intersection of John S. Gibson Boulevard and the NB I-110 ramps.

MTGL

Relevant Reference Project Experience

It is important for Southstar to showcase the depth of experience that has broadened our skills and talents, and will serve us well in delivering this project for the City of Garden Grove. Multiple street rehabilitations, grade separations, and roadway projects, combined with our deep knowledge of Caltrans procedures, have us ready to take on any project with an unmatched level of expertise. The following examples detail our expertise on past successful projects that have prepared us for delivering this project for the City of Garden Grove. Additional reference information can be found in Attachment H in the Forms section of this proposal.

SAN PABLO PHASES 1 & 2

CITY OF PALM DESERT | 2019 - 2021 | Project Cost: \$20M

The San Pablo Avenue Streetscape Project transformed San Pablo Avenue into a key artery in a revitalized city center where walking, biking, and fun is the focus in the City of Palm Desert. Roadway lanes are being reduced to allow room for improved bikeways along San Pablo Avenue, enhanced pedestrian accommodations, new landscaping, beautification of existing community gardens, on-street parking, and a roundabout intersection at San Geronio Way. Project Elements included Roundabout intersection at San Geronio Way, Midblock Pedestrian Crossings, On-Street Bikeway, In-Street Event Space, Decorative Hardscape, Landscape and Shade Trees, Enhanced Street Lighting, Street Furniture, and Pocket Parks. *Southstar provided Construction Management, Inspection and Public Outreach Services throughout the duration of the project.*

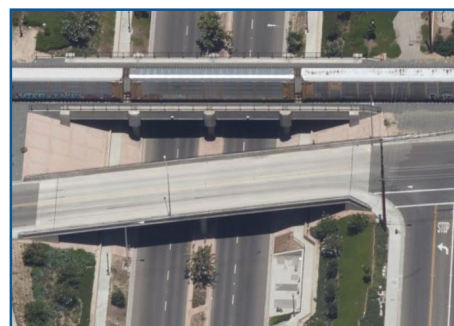


CLIENT	NAME	TITLE	PHONE	EMAIL
City of Palm Desert	Randy Bowman	Deputy Director of Public Works	760.346.0611	rbowman@cityofpalmdesert.org

STREETER AVENUE GRADE SEPARATION

CITY OF RIVERSIDE | 2013 - 2015 | Project Cost: \$36M

The Streeter Avenue Grade Separation project provided for the lowering of Streeter Avenue under the UPRR railroad tracks. The project site was along an arterial street within a residential area of the City. Two elementary schools and two churches were less than ½ mile from the site. The project scope included major earthwork grading to accommodate the construction of two parallel bridges, one to carry traffic on Dewey Avenue which is parallel and immediately adjacent to the railroad, and another bridge to carry UPRR and Metrolink trains over Streeter Avenue. Other work needed to complete the grade separation project included: Realignment of residential streets within the project area; major utility relocations; and the construction of a new storm water pump station. The Streeter Avenue Underpass Structure is a 4-span precast box beam girder supported on CIDH piles. Southstar has provided similar services on multiple grade separation projects throughout the City of Riverside in the past decade and has worked with Mr. Cwiak often.



CLIENT	NAME	TITLE	PHONE	EMAIL
City of Riverside	Danny Cwiak	Contracts Administrator	951.826.5892	dcwiak@riversideca.gov

LA QUINTA COMPLETE STREETS PROJECT

CITY OF LA QUINTA | 2020 - 2021 | Project Cost: \$13.5M

The City of La Quinta invested over \$13.5 million from various funding sources to construct five new roundabouts in the La Quinta Village where pedestrian, bicycle, golf cart, and automobile traffic exists. The reduced travel lanes and cross-walks added mid-block will provide pedestrians with safer access to Civic Center Park, Old Town La Quinta, and the Benjamin Franklin Elementary School. Improvements are being completed in three stages throughout The Village and Cove areas. *Mr. Abuelhassan served as Resident Engineer/Construction Manager and Ms. Barrientos provided Public Outreach services for this project.*



CLIENT	NAME	TITLE	PHONE	EMAIL
City of La Quinta	Bryan McKinney, PE	City Engineer	760.777.7045	bmckinney@laquintaca.gov



Federal-Aid PROVISIONS AND FORMS

Engineering Trust Into Every Project

Attachment B: 10-I

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

(Federally funded projects only)

The Agency has established a DBE goal for this Contract of __12__%

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1: Consultant Proposal DBE Commitment must be included in the Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards [meeting](#) the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included in [best qualified consultant's executed consultant contract](#). Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Civil Rights [website](#).

1. Click on the link titled "Access the DBE Query Form"
2. Click on "Start DBE Firms Query" link

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. materials or supplies purchased from dbes count towards the dbe goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District , if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District , if known	
6. Federal Department/Agency: 8. Federal Action Number , if known:	7. Federal Program Name/Description: CFDA Number , if applicable _____ 9. Award Amount , if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____	15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)	
16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Signature: _____ Print Name: Jason Bennecke, PE, MBA, PMP Title: Executive Vice President/CAO Telephone No.: 951-342-3120 Date: 02/07/2023 </div> <div style="width: 35%; text-align: right;"> Authorized for Local Reproduction Standard Form - LLL </div> </div>		

Standard Form LLL Rev. 04-28-06

Page 51 of 424



Attachment B: 10-Q

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ FDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <u>Michelle Elliott</u> Print Name: <u>Michelle Elliott</u> Title: <u>Owner/CEO</u> Telephone No.: <u>714-632-2999</u> Date: <u>01/26/23</u>		Authorized for Local Reproduction Standard Form - LLL


Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Attachment B: 10-O1

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Garden Grove 2. Contract DBE Goal: 12%
 3. Project Description: Bicycle Corridor Improvement Program (BCIP) Project - Federal-Aid Project No: CML-5328 (083) City Project No: PKG 2312
 4. Project Location: Garden Grove, CA
 5. Consultant's Name: Southstar Engineering & Consulting, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Materials Testing	CUCP 33843	Steven Koch - MTGL, Inc. - (760) 420-9200 2992 East La Palma Ave. Suite A Anaheim, CA 92806	12%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	12 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's Signature	22. Date	 12. Preparer's Signature	02/07/23 13. Date
23. Local Agency Representative's Name	24. Phone	Jason Bennecke, PE, MBA, PMP	951-342-3120 15. Phone
25. Local Agency Representative's Title		Executive Vice President/CAO	16. Preparer's Title

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment B: 15-H

**15-H NOT APPLICABLE
TO SOUTHSTAR BECAUSE WE HAVE
TEAMED WITH A DBE
SUBCONSULTANT TO MEET 12% GOAL**

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date 02/07/2023 PE/CEFederal-aid Project No(s). CML-5328 (083) Bid Opening Date 01/10/2023 CON

The City of Garden Grove established a Disadvantaged Business Enterprise (DBE) goal of 12 % for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications

Dates of Advertisement

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited

Date of Initial Solicitation

Follow Up Methods and Dates

Attachment C

Bidders List

The Department of Transportation requires the City to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, proposal or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The bidder is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary bidder, and submit this information to the City by date and time noted in this RFP.

Prime Name and Location	Type of Work/Services/Materials Provided: NAICS/WCC	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No. DIR Reg Number	DBE (Y/N) DBE Certification ID	Phone: E-mail:	Annual Gross Receipts
Prime Offeror: Southstar Engineering & Consulting, Inc.	Construction Management and Inspection services	TBD	12%	N/A	N	951-342-3120	<input type="checkbox"/> Less than \$1 million <input checked="" type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million
Contact Name: Jason Bennecke				1000017294	N/A	jason@southstareng.com	<input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: <u>16</u> yrs.
Address: 1945 Chicago Ave. Unit C-2 Riverside, CA 92507	NAICS 541330 NAICS 541820						
Subconsultant Name and Location	Type of Work/Services/Materials Provided: NAICS/WCC	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No. DIR Reg Number	DBE (Y/N) DBE Certification ID	Phone: E-mail:	Annual Gross Receipts
Firm Name: MTGL, Inc.	Soils Inspection and Materials Testing	TBD	12%	N/A	Y	714-632-2999	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million
Contact Name: Michelle Elliott Owner/CEO				1000006646	Metro CUCP #33843	melliott@mtglinc.com	<input checked="" type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: <u>29</u> yrs.
Address: 2992 E. La Palma Ave., Suite A Anaheim, CA 92806	NAICS 541380 NAICS 541620						

Attachment D

City of Garden Grove
BCIP Project**DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT**1. RFP NO.: 1592242. Project Name/Description: Bicycle Corridor Improvement Program (BCIP) Project3. Offeror: Southstar Engineering & Consulting, Inc.**4. DBE Commitment Information**

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

Materials Testing(B) Dollar value of this work \$ TBD (12% participation)**5. DBE ACKNOWLEDGMENT***

I acknowledge that my firm has been listed by the Offeror named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: MTGL, Inc.Name: Michelle ElliottSignature: Title: Owner/CEOTelephone: 714-632-2999

*If the offeror does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the offeror is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified dollar value (\$) and scope of work.

This form is required from each proposed DBE firm listed on the bidder's proposal

Attachment F

City of Garden Grove
BCIP Project

ATTACHMENT F
NON-COLLUSION STATEMENT

It is understood and agreed that:

1. No proposal will be accepted unless authorized representatives of proposing organizations attend the mandatory pre-proposal conference at the stated time and location specified within the RFP document.
2. After the contract has been awarded, the designed Contractor shall attend a pre-job conference. The Contractor shall be informed of said time and location.
3. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the agreement shall affect or modify any of the terms or obligations of this proposal.
4. The City will not be responsible for any errors or omissions on the part of the undersigned in making up his proposal, nor will proposers be released on account of errors.
5. The undersigned hereby certifies that this proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm or corporation to refrain from proposing, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other proposer.
6. The Undersigned is licensed in accordance with the Laws of the State of California.

BY:



(Authorized Signature)

Jason Bennecke, PE, MBA, PMP

(Type or Print Name)

Executive Vice President/CAO

(Title)

jason@southstareng.com

(Email Address)

Southstar Engineering & Consulting, Inc.

(Company Name)

951-342-3120

(Telephone Number)

Attachment G

City of Garden Grove
BCIP ProjectATTACHMENT G
CONFLICT OF INTEREST AND NON-DISCRIMINATION CERTIFICATION

Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in the Agreement nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of the Agreement and for one year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining the Agreement.

Covenant Against Discrimination. In connection with its performance under the Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter the Agreement, and in executing the Agreement, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

NAME OF CONSULTANT: Southstar Engineering & Consulting, Inc.

NAME and TITLE of Authorized Representative:

(Print) Jason Bennecke, PE, MBA, PMP - Executive Vice President/CAO

Signature and Date of Authorized Representative:

(Sign)  (Date) 02/07/2023

Attachment H

City of Garden Grove
BCIP Project

ATTACHMENT H
CITY OF GARDEN GROVE
PAGE 1 of 2
REFERENCES

List and describe in full the contracts performed by your firm which demonstrate your ability to provide the services included in the scope of work. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference 1

Agency Name: City of Palm Desert Key Staff/Contact Individual: Randy Bowman
 Address: 73510 Fred Waring Drive Phone Number: 760.346.0611
Palm Desert, CA 92260 Email Address: rbowman@cityofpalmdesert.org
 Contract Amount: \$20 Million
 Description of Project: The San Pablo Avenue Streetscape Project transformed San Pablo Avenue into a key artery in a revitalized city center where walking, biking, and fun is the focus in the City of Palm Desert.

Reference 2

Agency Name: City of Riverside Key Staff/Contact Individual: Danny Cwiak
 Address: 3900 Main Street, 4th Floor Phone Number: 951.826.5892
Riverside, CA 92522 Email Address: dcwiak@riversideca.gov
 Contract Amount: \$36 Million
 Description of Project:
The Streeer Avenue Grade Separation project provided for the lowering of Streeer Avenue under the UPRR railroad tracks. The project site was along an arterial street within a residential area of the City.

Reference 3

Agency Name: City of La Quinta Key Staff/Contact Individual: Bryan McKinney, PE
 Address: 78495 Calle Tampico Phone Number: 760.777.7045
La Quinta, CA 92253 Email Address: bmckinney@laquintaca.gov
 Contract Amount: \$13.5 Million
 Description of Project: The City of La Quinta invested over \$13.5 million from various funding sources to construct five new roundabouts in the La Quinta Village where pedestrian, bicycle, golf cart, and automobile traffic exists.

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.

ATTACHMENT H

**CITY OF GARDEN GROVE
PAGE 2 of 2
REFERENCES**

Reference 4

Agency Name:	<u>City of La Mirada</u>	Key Staff/Contact Individual:	<u>Mark Stowell</u>
Address:	<u>15515 Phoebe Avenue</u> <u>La Mirada, CA 90638</u>	Phone Number:	<u>562.902.2385</u>
		Email Address:	<u>mstowell@cityoflamirada.org</u>
Contract Amount:	<u>Various (On-call task orders)</u>		

Description of Project: Southstar provided inspection services for various improvements projects for the ambitious, five-year, multi-million dollar infrastructure improvement plan to include numerous reconstruction, repair and replacement projects throughout the City.

Reference 5

Agency Name:	<u>City of South Gate</u>	Key Staff/Contact Individual:	<u>Jose Loera</u>
Address:	<u>8650 California Ave,</u> <u>South Gate, CA 90280</u>	Phone Number:	<u>323.563.9578</u>
		Email Address:	<u>Jloera@sogate.org</u>
Contract Amount:	<u>\$6 Million</u>		

Description of Project: Southstar provided construction management, inspection, and labor compliance services for this two project contract. Delivered the Garfield Avenue and Imperial Highway Street Improvements, Firestone Boulevard And Otis Street Improvements, and Imperial Highway Center Median projects.

THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED
NONRESPONSIVE.

Attachment J

City of Garden Grove
BCIP Project

**Sample Professional Services Agreement for Construction
Management & Inspection Services
For the Bicycle Corridor Improvement Program (BCIP) Project
Federal-Aid Project No. CML-5328(083) – City Project No: 2312**

By submitting a proposal, the bidder confirms that they have reviewed the RFP and the sample agreement provided here. In a case if a bidder would like to propose revisions made to language in RFP or agreement, the bidder is required to identify and list all proposed modifications as last attachment of bidder's proposal. If there are no proposed modifications by bidder, attachment in proposal should clearly state the bidder's agreement to all terms and conditions in RFP and sample agreement.

ATTACHMENT J**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 2022, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **XXXXXXXXXXXXXXXXXX**, herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval dated _____.
2. CITY desires to utilize the services of CONSULTANT to _____.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSULTANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment _____ and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided**. The services to be performed by CONSULTANT shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment _____, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation**. CONSULTANT shall be compensated as follows:
 - 3.1 **Amount**. Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX), payable in arrears and in accordance with proposal in Attachment _____.
 - 3.2 **Payment**. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or

completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier or CONSULTANT or its agent to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital

status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY's employees. The personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of its officers, employees, or agents, except as set forth in this Agreement. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 above, of any nature related to salary, taxes, or benefits of CONSULTANT's officers, employees, servants, representatives, subcontractors, or agents, CONSULTANT shall indemnify CITY for all such financial obligations.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (CONSULTANT)
XXXXXXXXXXXXXXXXXX
Attention: XXXXXXXX
XXXXXXXXXXXXXXXXXX

XXXXX, CA 9XXXX

- | | | |
|----|---|---|
| b. | (Address of CITY)
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840 | (with a copy to):
Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840 |
|----|---|---|

13. **Contractor's Proposal.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or

damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
22. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONSULTANT"
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

Attachment K

BIDDER/CONTRACTOR/CONSULTANT STATEMENT REGARDING INSURANCE COVERAGE (Submit with IFB/RFP Package)

This signed document must be included with your bid/proposal package in order for your bid/proposal to be considered complete!

BIDDER/CONTRACTOR/CONSULTANT HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the attached Insurance Requirements Checklist.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City** and other additional insureds as per the agreement for the work specified and we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Southstar Engineering & Consulting, Inc.

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Jason Bennecke, PE, MBA, PMP - Executive Vice President/CAO

Please Print (Name & Title of Authorized Representative)

02/07/2023

Date

951-342-3120

Phone Number

jason@southstareng.com

Email



STATEMENT OF COMPLIANCE

The undersigned Proposer declares that the proposal submitted to Provide Consultant Services for the Bicycle Corridors Improvement Program (BCIP) Project for the City of Garden Grove as described in, and in response to City of Garden Grove enclosed RFP was prepared in strict compliance with the instructions, conditions and terms listed in the RFP, Scope of Services and Draft Agreement, with exceptions listed below, if applicable. At least one box for each item must be checked.

RFP Instructions and Terms & Conditions (Check One)

☒

No Exceptions Taken

☐

Exceptions Taken

Scope of Services (Check One)

☒

No Exceptions Taken

☐

Exceptions Taken

Draft Agreement/Insurance Requirements (Check One)

☒

No Exceptions Taken

☐

Exceptions Taken

If any exceptions are taken, this Statement of Compliance shall include a narrative that identifies each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change. When available, please reference specific line item numbers as provided in the RFP. The City reserves the right to rule as non-responsive and reject any Proposals that are not accompanied with the required documentation as described above.

Signature

Jason Bennecke, PE, MBA, PMP
- Executive Vice President/CAO

Printed Name and Title

02/07/2023

Date

Southstar Engineering & Consulting, Inc.

Name of Proposer

(Attach a separate sheet(s) detailing each exception being taken, if applicable)

Attachment N

CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. 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, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, 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.

Name of Organization: Southstar Engineering & Consulting, Inc.

Address: 1945 Chicago Ave. Unit C-2

City: Riverside

State: CA

Zip Code: 92507


(Signature of Authorized Official)

Executive Vice President/CAO
(Title of Authorized Official)

(Date) 02/07/2023

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **SOUTHSTAR ENGINEERING & CONSULTING, INC.** herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval date April 25, 2023.
2. CITY desires to utilize the services of CONSULTANT to **provide construction management and inspection services to the Bicycle Corridor Improvement Program (BCIP) Project CML-5328(083), related to the Caltrans/OCTA grant project.**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSUTLANT hereunder, unless earlier terminated by CITY. This agreement may be terminated by the CITY without cause per Section 3.4 below. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSUTLANT's proposal which is attached as Exhibit "A" and is hereby incorporated by reference. CONSUTLANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks, including but not limited to work plan listed in Exhibit "A", and is incorporated herein by reference. The Exhibit and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of **One-Hundred Thirty Five Thousand, Eight Hundred and Five Dollars and 00/100 cents (\$135,805.00)**, payable in arrears and in accordance with the Proposal Cost Estimate attached in Exhibit "A"

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONSULTANT must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on Rate and Fee Estimate included in Exhibit "A".
- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all sub-CONSULTANTS shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$2,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified**

occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Professional liability in an amount not less than \$2,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of professional/CONSULTANT during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits

otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent CONSULTANT.** It is understood and agreed that in the performance of the work and services agreed to be performed by CONSULTANT, CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights. Any personnel performing services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Except for the consideration paid by CITY to contractor under Section 4 of this Agreement, CITY shall not be liable for compensation or indemnification to CONSULTANT, its officers, employees, or agents for injury or sickness arising out of performing the services hereunder. If for any reason, any court or governmental agency determines that CITY has financial obligations, other than pursuant to Section 3 herein, of any nature related to salary, taxes, or benefits of CONSULTANT 's officers, employees, servants, representatives, subcontractors, or agents, CONSULTANT shall indemnify CITY for all such financial obligations.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all CONSULTANTS and sub-CONSULTANTS performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSUTLANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. Address of CONSULTANT is as follows:

SOUTHSTAR ENGINEERING & CONSULTANT, INC.
Attn: JASON BENNECKE, PE, MBA, PMP
And AMR ABUELHASSAN, PE, MS, QSD
1945 CHICAGO AVENUE, SUITE C-2
RIVERSIDE, CA 92507
JASON@SOUTHSTARENG.COM
AMRA@SOUTHSTARENG.COM

- b. Address of CITY is as follows:

Department of Community and Economic Development
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: ALANA CHENG/Christy Le

- c. With a copy to:

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

10. **Consultant's Proposal.** This Agreement shall include CONSULTANT'S proposal which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its sub-CONSULTANT as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any sub-CONSULTANT and CITY. All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, sub-CONSULTANTS, or independent CONSULTANTS hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.
This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a

limitation upon the amount of indemnification to be provided by CONSULTANT.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.
18. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
19. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
20. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
21. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
22. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

\\ \\ \\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONSULTANT"

**SOUTHSTAR ENGINEERING
& CONSULTANT, INC.**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

CONSULTANT's License: _____

Expiration Date _____

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

EXHIBIT "A"

March 17, 2023

City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840
ATTN: Alana Cheng

RE: City of Garden Grove – Construction Management & Inspection Services for Bicycle Corridor Improvement Program (BCIP) Project – Best and Final Offer (BAFO)

Dear Ms. Cheng,

Southstar Engineering & Consulting, Inc. (Southstar) greatly appreciates the City of Garden Grove for granting us the opportunity to submit this BAFO to provide construction management and inspection services for the Bicycle Corridor Improvement Program (BCIP) Project. The total estimated fee for the proposed scope of services is now \$135,805.00 (reduced from \$153,186.00).

Southstar understands the need to be able to adjust to changes in contractor's schedule to accommodate more or less working days and will modify our billable hours to closely reflect days when construction is occurring and days when no construction will take place. The following pages include our fee proposal along with our subconsultant's (MTGL) cost information. Below, we have also addressed the items listed in the enclosure of your Request for Best and Final Offer Letter dated March 16, 2023.

- 1- Task breakdown provided in spreadsheet and our proposal
- 2- a- inspection budgeted hours reduced from 438 to 407 by deleting the majority of backup inspector hours and the padding in the primary inspector hours
- 3- a- Construction Manager Budgeted Hours reduced from 192 to 184
- 4- a- 15 PIC hours deleted all together. Public Outreach Hours reduced from 22 to 20.
- 5- Our loaded rates are all inclusive for all our staff. They include vehicle, fuel, tools, laptops, cell phones and any other items needed to perform our job duties. No additional costs will ever be charged to the City as it relates to our performance of the scope of work.
- 6- Cost proposal amended and attached in the sheets below.

It is noted that attached cost proposal is only 11% of the construction capital cost. This is well under the industry standard 15-20% for projects of this size. It is also noted that our original proposal was only 13% of the capital cost.

We look forward to working with the City of Garden Grove.

Sincerely,



Jason Bennecke, PE, MBA, PMP
Executive Vice President
Southstar Engineering & Consulting, Inc.

CITY OF GARDEN GROVE
 BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) PROJECT
 FEDERAL PROJECT NO. CML-5328 (083), CITY PROJECT NO. PKG 2312

Prime - Southstar Engineering & Consulting, Inc.

45 WORKING DAYS, ONE WEEK PRE- CONSTRUCTION and ONE WEEK POST CONSTRUCTION

	Labor Classification	Principle-In-Charge	Resident Engineer/Construction Manager (Key)	Construction Inspector/ARE (Key)	Construction Inspector - As needed Backup	Labor Compliance	Public Outreach	Total Hours	Total Cost
	Names	Jason Bennecke, PE, MBS, PMP	Amr Abuelhassan, PE, MS, QSD	Rose Keshawarz	Sergio Topete	Ramon Carlos	Vanessa Barrientos		
	Loaded Billing Rates with Mark-Up (Hourly)	\$ 259.00	\$ 259.00	\$ 175.00	\$ 169.00	\$ 155.00	\$ 155.00		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Task	Task Description								
	Project Coordination (including, but not limited to, project meetings, submittal reviews, RFIs, coordination with other City projects, progress estimates, CCOs, Communication with businesses and residents and other items listed in proposal)		132	30			20	182	\$ 42,538.00
	Construction Observation (Including, but not limited to, inspection, field reports, measurements, QA, Traffic Control Monitoring, other activities listed in proposal)		36	360	1			397	\$ 72,493.00
	Materials Testing (MTGL providing additional field inspection support)							0	\$ -
	Labor Compliance (Review and document certified payroll records)					22		22	\$ 3,410.00
	Post Construction Services (Including, but not limited to, as built, final estimate, final audit and closeout documents)		16	16		8		40	\$ 8,184.00
	Total Direct Cost (ODC)								\$ -
	Southstar Engineering & Consulting, Inc.								\$ 126,625.00
	MTGL, Inc. (See Attachment)								\$ 9,180.00
	TOTAL PROJECT COST (BEST AND FINAL OFFER)								\$ 135,805.00

Assumptions

This not-to-exceed fee is based on 45 working days. Public Works Observer shall be provided for the entire 45 working day period. All other positions are as needed part time commitment.

Additional services needed beyond the contract specified shall require prior approval from the City.

Original Estimate	\$ 153,186.00
Revised Cost reduction	\$ 17,381.00
Revised Percent of Capital Cost (\$1.2MM Capital Cost)	11%

CITY OF GARDEN GROVE
 BICYCLE CORRIDOR IMPROVEMENT PROGRAM (BCIP) PROJECT
 FEDERAL PROJECT NO. CML-5328 (083), CITY PROJECT NO. PKG 2312

Subconsultant - MTGL, Inc.

45 WORKING DAYS, PRE- CONSTRUCTION and POST CONSTRUCTION

	<i>Labor Classification</i>	Materials Engineering Manager	Field Technician	Field Technician		
	<i>Names</i>	Isaac Chun, P.E., G.E.	Colton Senger	Derek Tipps	Total Hours	Total Cost
	<i>(Hourly Rates)</i>	\$ 135.00	\$ 115.00	\$ 115.00		
	<i>Hours</i>	Hours	Hours	Hours		
Task #	<i>Task Description</i>					
	Material Testing	1	30	15	46	\$ 5,310.00
	Sub-Total	\$ 135.00	\$ 3,450.00	\$ 1,725.00		
	Other Direct Cost (ODC)					
	a. Laboratory Testing, Engineering Oversight					\$ 2,500.00
	b. Administrative (5% of Invoice)					\$ 1,370.00
	TOTAL PROJECT COST					\$ 9,180.00

Assumptions

This not-to-exceed fee is based on 45 working days.

MTGL Fee Schedule for Prevailing Wages

PROFESSIONAL SERVICES	UNIT	RATE
Staff Engineer / Geologist	HR	\$ 115.00
Project Manager/Engineer/Geologist	HR	\$ 130.00
Principal Engineer/Geologist	HR	\$ 175.00
Draftsperson	HR	\$ 70.00
Administrative (Per Monthly Invoice)		5%
Project Setup Fee		\$ 200.00
Certified Payroll (Per Pay Period)		\$ 95.00

FIELD INSPECTION PERSONNEL	UNIT	RATE
ICC Special Inspector	HR	\$ 115.00
Soils/Asphalt Technician	HR	\$ 115.00
AWS/CWI Welding Inspector	HR	\$ 115.00
NDT Technician / Fabrication Inspector	HR	\$ 145.00
Field/Lab Supervisor	HR	\$ 135.00
DSA Masonry Shotcrete Inspector	HR	\$ 125.00
L.A. Deputy Grading Inspector	HR	\$ 145.00
L.A. City Special Inspector	HR	\$ 145.00
Multi Certified Inspector	HR	\$ 135.00
Pull I Torque Testing Technician	HR	\$ 115.00
Batch Plant (Concrete or Asphalt) Technician	HR	\$ 115.00
Firestopping Inspection	HR	\$ 180.00
Floor Flatness / Levelness (Inc. Equipment)	DAY	\$ 1,500.00
Prestressed/Post Tensioned Inspector	HR	\$ 115.00
Concrete, Masonry, Asphalt Coring or Sawing		QUOTE
Travel Time	HR	Tech Rate
Mileage	MILE	\$ 0.58

LAB TESTING - SOIL	UNIT	RATE
D422 Hydrometer Analysis	EACH	\$ 175.00
D422 Sieve Analysis of Soil	EACH	\$ 200.00
D558 Soil Cement Maximum Density	EACH	\$ 300.00
D559 Soil Cement Sample Preparation	EACH	\$ 100.00
D854 Specific Gravity of Soils	EACH	\$ 125.00
D1140 Materials Finer than #200 (Sieve)	EACH	\$ 60.00
D1557 Maximum Density	EACH	\$ 290.00
D1883 California Bearing Ratio (CBR)	EACH	QUOTE
D2216 Soil Moisture Content by Mass	EACH	\$ 25.00
D2419 Sand Equivalent	EACH	\$ 110.00
D2434 Permeability	EACH	QUOTE
D2435 Consolidation	EACH	\$ 225.00
D2435 Consolidation with Time Rate	EACH	\$ 275.00
D2844 R Value & Expansive Pressures	3 Points	\$ 250.00
D2937 Moisture & Density (Ring Samples)	EACH	\$ 30.00
D3080 Direct Shear	EACH	\$ 200.00
D4318 Plasticity Index of Soils	EACH	\$ 145.00
D4829 Expansion Index of Soils	EACH	\$ 135.00
CT 216 CA Impact Max Density	EACH	\$ 225.00
CT 216 CA Impact Rock Correction	EACH	\$ 95.00

LAB TESTING - AGGREGATES	UNIT	RATE
C40 Organic Impurities in Fine Agg	EACH	\$ 95.00
C88 Soundness by Sodium Sulfate	EACH	\$ 315.00
C123 Percent Lightweight Particles	EACH	\$ 215.00
C127 Specific Gravity (Coarse Agg)	EACH	\$ 130.00
C128 Specific Gravity (Fine Agg)	EACH	\$ 150.00
C131 Abrasion Los Angeles Rattler	EACH	\$ 235.00
C136 Sieve Analysis (Combined Agg)	EACH	\$ 130.00
C136 Sieve Analysis (Fine or Coarse Agg)	EACH	\$ 110.00
C142 Clay Lumps & Friable Particles	EACH	\$ 135.00
C535 Abrasion (Large Agg) Los Angeles Rattler	EACH	\$ 235.00
C566 Moisture Content by Drying	EACH	\$ 25.00
CT 227 Cleanness Value	EACH	\$ 230.00
D3744 Durability Index	EACH	\$ 180.00
D5821 Flat & Elongated Particles	EACH	\$ 200.00
T335 Crushed Particles	EACH	\$ 170.00

LAB TESTING - Misc.	UNIT	RATE
C67 Roofing Tile Absorption	EACH	\$ 65.00
C67 Roofing Tile Strength Test	EACH	\$ 60.00

Sample Pickup Charges	UNIT	RATE
Pick up Sample Trip Charge (2hr Minimum)	HR	\$ 60.00
Weekend Sample Pick Up Charge (2hr Minimum)	HR	\$ 80.00

LAB TESTING - CONCRETE	UNIT	RATE
C39 Compressive Strength Concrete Cylinders (6" x 12")	EACH	\$ 35.00
C39 Compressive Strength Cores (6" Max. Diameter)	EACH	\$ 55.00
C78 Flexural Strength Beams (6" x 6")	EACH	\$ 60.00
C157 Concrete Shrinkage (Set of 3)	SET	\$ 350.00
C174 Handling Charge Cylinders Not Broken/Hold	EACH	\$ 10.00
C192 Concrete Trial Batch w/ Lab Testing	EACH	\$ 1,100.00
C469 Modulus of Elasticity	EACH	\$ 150.00
C495 Comp. Strength Lightweight Concrete Fill	EACH	\$ 45.00
Handling Charge Beams Not Broken/Hold	EACH	\$ 50.00
C496 Tensile Strength, Splitting	EACH	\$ 75.00
C567 Unit Weight (Hardened Lightweight Concrete)	EACH	\$ 50.00
C1140 Shotcrete Panel Test	EACH	\$ 300.00
Core Trimming (In Laboratory)	EACH	\$ 55.00

LAB TESTING - ASPHALT	UNIT	RATE
D1188 Core Density Parafilm Coated	EACH	\$ 85.00
D1560 Stabilometer HVEEM	EACH	\$ 290.00
D1561 Max Density HVEEM	EACH	\$ 195.00
D2172 Asphalt Content by Solvents	EACH	\$ 250.00
D3910 Wet Track Abrasion	EACH	\$ 195.00
D5444 Gradation of Extracted Agg	EACH	\$ 275.00
D6307 Asphalt Content by Ignition	EACH	\$ 245.00
D6926 Max Density Marshall	EACH	\$ 295.00
D6927 Stability and Flow Marshall	EACH	\$ 375.00
T209/D2041 Theoretical Maximum Density	EACH	\$ 150.00
T324 Hamburg Wheel	EACH	\$ 1,000.00
CT 370 Moisture Content	EACH	\$ 70.00

LAB TESTING - MASONRY	UNIT	RATE
C109 Mortar 2" Cube Compressive Strength	EACH	\$ 40.00
C140 Block Compressive Strength	EACH	\$ 75.00
C140 Block Moisture & Absorption	EACH	\$ 80.00
C140 Block Unit Weight & Measurements	EACH	\$ 275.00
C426 Block Linear Shrinkage	EACH	\$ 180.00
C780 Mortar (2" x 4") Cylinders Comp. Strength	EACH	\$ 35.00
C1019 Grout Prisms Compressive Strength	EACH	\$ 35.00
Handling Charge (Cylinders/Cubes/Prisms) Not Broken/Holds	EACH	\$ 75.00
C1314 CMU Grouted Prisms Comp. Strength (< 8" x 8" x 16")	EACH	\$ 180.00
C1314 CMU Grouted Prisms Comp. Strength (> 8" x 8" x 16")	EACH	\$ 245.00
C67 Brick Boil	EACH	\$ 90.00
C67 Brick Compressive Strength	EACH	\$ 50.00
C67 Brick Moisture & Absorption	EACH	\$ 85.00

LAB TESTING - STEEL	UNIT	RATE
Steel Chemical Analysis/AWS Weld:Macroetch/Fracture/Bend Test	EACH	QUOTE
A325 High Strength Bolt, Nut & Washer Conformance (Per Assembly)	EACH	\$ 180.00
A370 Brinell & Rockwell Hardness Test	EACH	\$ 80.00
A370 Nelson Stud Tensile	EACH	\$ 195.00
A370 Rebar Bend & Tensile Test No. 11 Bar & Smaller	EACH	\$ 45.00
A615/706 Bend Test No. 11 Bar and Smaller	EACH	\$ 60.00
A615/706 Tensile No. 11 Bar and Smaller	EACH	\$ 65.00
A615/706 Tensile No. 14 Bar and Larger	EACH	QUOTE
A416 Prestressing Wire, Tension	EACH	\$ 170.00
Sample Preparation (Cutting)	EACH	\$ 80.00
A416 Prestressing Cable (7 Wire) Yield & Tensile	EACH	\$ 170.00
E605 Fireproofing Unit Weight	EACH	\$ 60.00

EQUIPMENT CHARGES	UNIT	RATE
Air Meter	DAY	\$ 30.00
Dye Penetrant Equipment	DAY	\$ 50.00
Emissivity Test Kit	EACH	\$ 50.00
Ground Rod Equipment	DAY	\$ 50.00
Jacking Assembly	DAY	\$ 65.00
Magnetic Particle Equipment	DAY	\$ 50.00
Nuclear Density Gauge	DAY	\$ 70.00
Pachometer	DAY	\$ 55.00
Sand Cone Kit	DAY	\$ 50.00
Schmidt Hammer	DAY	\$ 45.00
Skidmore Wilhelm Bolt Cell	DAY	\$ 65.00
Torque Wrench	DAY	\$ 50.00
Ultrasonic Equipment	DAY	\$ 45.00
Outside Services		Cost +20%

Basis of Charges and Contract Terms

The charges for services and General Terms and Conditions set forth below will govern the provision of services and will constitute the contract terms between the Owner or Owner's Representative (Client) and MTGL, Inc unless the Client and MTGL, Inc. have executed a written contract with respect to such services, in which case the terms and provisions of the written contract shall supersede.

Minimum Field Hourly Charges

For Field Technicians, Special Inspectors or any on-site (field) materials testing services:

4 hours: 4-hour minimum charge up to the first four hours of work.

8 hours: 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.

Scheduling & Cancellations

- A 24-hour notice is required when scheduling an inspection or technician.
- A two-hour show -up charge will be applied to any service canceled the same day of service.
- Verbal request will be considered authorization to perform billable work. Client shall designate member(s) of staff who have authority to request services and notify MTGL in writing of their authorized representative. Otherwise all service requests are billable.

Overtime Rates

- Work performed in excess of 8 hours per day and / or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.
- Work performed by field or laboratory staff outside of normal business hours (5:00 AM - 5:00 PM) will be subject to the above overtime rates.

Administrative Charges

- All administrative costs including report distribution are billed at 5% of the monthly invoice total.
- Certified payroll requests will have a processing fee applied for each project, billed at \$95 per payroll week.

Anticipated Costs

- MTGL estimates a budget to assist the client with code required inspections and testing based upon information provided by the client. MTGL's ability to perform within the estimated budget relies heavily on the accuracy of the information provided, as well as the cooperation of client's management staff.
- Project actual budget totals may vary. Estimated budget hours are based upon 40 hours a week, 8 hours a day, Monday-Friday. Client shall monitor the percentage of work remaining to assure inspections and testing is not greater than the estimated budget and adjusts the contractor's labor and scheduling to maintain the work completion schedule.
- Client recognizes and agrees that any "anticipated costs," "budget estimates," or the like that may be prepared by MTGL are NOT "guaranteed maximums," "lump sums;" or "not-to-exceed totals". Client will be invoiced for all work performed and only for work performed based on MTGL's working conditions and hours as an attachment to their contract.
- Additionally, any weekly overtime hours, Saturday or Sunday, double shift, and/or night shift differential for shop steel inspection are NOT included in MTGL's proposal.

Reimbursable Expenses & Outside Services

- Heavy equipment, subcontractor fees and expenses, supplemental insurance, travel, shipping, outside reproduction, and other reimbursable expenses will be invoiced at cost plus 20%.
- Outside services will be billed at cost plus 20% unless billed directly to and paid for by Client.

Travel Charges & Mileage

- For projects outside a 50-mile radius from the nearest MTGL facility, \$0.58 per excess mile to and from the project will be charged for inspectors and technicians.
- When project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis.
- For all projects, \$0.58 per mile rate and applicable travel time will be charged portal to portal for engineers, consultants, and supervisors from the laboratory to the project site and return.

Laboratory Testing

- A 2-hour minimum material sample pick-up charge with an hourly rate of \$50 will be billed in addition to the prices quoted for testing.
- Quoted laboratory test rates assume samples are free of hazardous materials. Handling and testing of samples containing hazardous materials may include additional costs.

Weekend Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that weekend pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up during weekend to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for weekend work will apply when this is required. Should these charges not be authorized then MTGL will not be held responsible for any negative consequences for non-conformance.

Terms of Payment

- Invoices for all services will be submitted monthly. These invoices are due in full upon presentation to client. Invoices outstanding over 45 days are considered past due and will be subject to a finance charge of 1.5% of the unpaid balance each month.
- All invoice errors or necessary corrections shall be brought to the attention of MTGL within 30 days of receipt of invoice. Thereafter, customer, acknowledges invoices are correct and valid.
- MTGL reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against MTGL, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.
- In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney fees and all other related expenses in such litigation. Additionally, in the event of a non- adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

Please note that field service rates will increase 5 July 1st of each year for cost of living increases.

Our professional engineering, geology, and inspection services are performed in accordance with the current standards of practice in the industry. No other warranty or representation, express or implied, is made or intended.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Approval of Amendment No. 3 to the Agreement with HF&H Consultants, LLC, to assist with technical and legislative compliance with the implementation of Senate Bill 1383. (Total Cost: \$155,062.50) *(Joint Action Item with the Garden Grove Sanitary District.)* Date: 4/25/2023

OBJECTIVE

To request City Council approval of Amendment No. 3 to the Agreement with HF&H Consultants, LLC, to increase the contract amount by \$50,000 to assist with technical and legislative compliance with the implementation of Senate Bill 1383.

BACKGROUND

In September 2016, then Governor Jerry Brown signed Senate Bill 1383 (SB 1383, Lara, 2016) to achieve a reduction in the statewide disposal of organic waste. Diverting organic waste from landfills conserves the planet's natural and limited resources such as space, water/air pollution and more. Keeping organic waste out of landfills also reduces the amount of greenhouse gases, such as methane, produced when organic materials break down. SB 1383 builds upon existing legislation related to solid waste and recycling, including Assembly Bill 939 (AB 939), Assembly Bill 341 (AB 341), and Assembly Bill 1826 (AB 1826).

In order to assist with the implementation of the various state bills relating to waste and recycling, and to also assist staff with technical management of the Republic Services Franchise Agreement, a five year agreement with HF&H Consultants, LLC (HF&H), was approved on September 22, 2020. The agreement is for an annual not to exceed amount of \$100,000 with a 2.5% adjustment each contract year.

DISCUSSION

Over the past several years, HF&H has assisted staff with compliance related to AB

341 and AB 1826. With the addition of SB 1383 and the community wide impact of the state mandate, staff been utilizing HF&H's experience to assist in developing plans to bring the Sanitary District into full compliance with the state mandate.

Since the District was delayed in implementing of SB 1383 due to the negotiation process with Republic Services, CalRecycle is placing the District on a Corrective Action Plan (CAP). The CAP will ensure SB 1383 is properly and fully implemented. HF&H is instrumental in ensuring the compliance dates and components of the CAP are met. Failure to comply with the CAP can result in the District facing fines from CalRecycle of up to \$10,000 per day, per violation.

FINANCIAL IMPACT

There is no impact to the General Fund. The \$50,000 contract increase will be funded using SB 1383 Grant Funds awarded to the District by CalRecycle in 2022.

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No.3 with HF&H Consultants, LLC, increasing the current contract amount by \$50,000 for a new not to exceed total of \$155,062.50 through September 30, 2023; and
- Authorize the City Manager to execute the amendment on behalf of the District and make minor modifications as appropriate.

By: Mark Ladney, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment 3	4/6/2023	Agreement	Amendment_3-HF_H_Consultants_LLC_FY23.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 3

This Amendment No.3 is made and entered into this day of 2023, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **HF&H CONSULTANTS, LLC**, a California limited liability company, herein after referred to as "CONSULTANT".

WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement for CONSULTANT to provide technical assistance to meet regulatory compliance with the commercial recycling mandates per AB 341 (2011) and provide legislative compliance assistance with AB 341, AB 1826, SB 1383 and CalGreen.

WHEREAS, CONSULTANT and CITY desire to amend the existing Agreement as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. Section 3.1 Compensation Amount, is hereby amended as follows:

The contract price is hereby increased from \$105,062.50 to a new Firm Fixed Price of \$155,062.50, to cover SB1383 implementation and mandates through the current term of the contract ending on September 30, 2023.

Except as expressly amended by this Amendment No. 3, all provisions of the existing Agreement shall remain in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to the existing Agreement to be executed by their respective officers duly authorized on the date first written above.

**GARDEN GROVE SANITARY
DISTRICT**

Dated: _____, 2023

By: _____
Lisa Kim
General Manager

ATTEST

"CONSULTANT"
HF&H CONSULTANTS, LLC

Secretary

By: _____
Title: _____

Dated: _____, 2023

Dated: _____, 2023

APPROVED AS TO FORM:

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

General Counsel

Dated: _____, 2023

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Change Order No. 3 to a contract with Pacific Hydrotech Corporation for the construction of the Magnolia Reservoir and Booster Pump Station Rehabilitation Project. (Cost: \$215,834.46) (<i>Action Item</i>)		
		Date:	4/25/2023

OBJECTIVE

To request City Council approval of Change Order No. 3 for the contract with Pacific Hydrotec Corporation to provide construction of Project No. CP1205000 - Magnolia Reservoir and Booster Pump Station Rehabilitation Project.

BACKGROUND

The City contracted with Pacific Hydrotec Corporation for the construction of Magnolia Reservoir and Booster Pump Station Rehabilitation Project. The reservoir repairs consist of crack, spall, and joint repair, construction of seismic curb, roof waterproofing, rust spot repair, and the addition of a fall protection system. Site Improvements include rerouting the existing sub-drain sump pump piping, replacement of the sump hatch and sump vault lid and hatch, repair of the overflow flap gate, construction of a new parking lot and ADA ramp, installation of bollards and a mow strip around the reservoir, and replacement of the meter vault and piping. The repair work for the pump station consists of replacement of the existing engine and booster pump, replacement of the existing exhaust system, replacement of the existing catalytic converter, replacement of two 10-inch butterfly valves, replacement of the 10-inch check valve, refurbishment of the existing flow control valve, and replacement of the roof and existing removable dormer.

DISCUSSION

During construction of the Magnolia Reservoir and Booster Pump Station Rehabilitation Project, additional unforeseen conditions were encountered. It was discovered that the reservoir waterstop (the sealant system for the bottom of the

floor joints) was not 100% intact when the reservoir was being drained for the project work. Water was seeping back into the reservoir through several spots of the floor joints. This was not observed during the assessment of the reservoir in the design process. The project proceeded with the original floor joints sealants scope, with the understanding that the sealants would correct the waterstop problem. However, staff observed a leak in the reservoir following completion of the floor joint sealant replacement work. After thorough investigation and consulting with the sealant company, the contractor has recommended this issue be addressed by installing the Combiflex System, a secondary joint sealant system that consist of sealant strips that cover the top of the floor joints. This secondary joint sealant system is not part of the original scope which would require a change order to the contract.

A second item requiring out-of-scope work involves the addition of noise reducing acoustic panels for the new radiator assembly. The replacement of the pump engine required a new cooling system which added the installation of a radiator fan outside of the pump station building. However, noise generated from the radiator fan is higher than expected and causes nuisance to nearby residences. A sound study was conducted which recommended the installation of acoustic panels to mitigate the unexpected issue.

The additional fees for the secondary sealant system and acoustic panels are \$119,495 and \$96,339.46 respectively. The additional scopes will increase the contract price from \$3,514,053.35 to \$3,729,887.81, a \$215,834.46 increase. The fees for the two (2) additional scopes along with the previous change orders put the project cost over 10% of the original contract price.

FINANCIAL IMPACT

There is no impact to the General Fund. This cost will be financed with Water Funds, in the amount of \$215,834.46.

RECOMMENDATION

It is recommended that the City Council:

- Approve Change Order No. 3 to the existing contract with Pacific Hydrotec Corporation, increasing the existing Agreement amount from \$3,514,053.35 to \$3,729,887.81, a \$215,834.46 increase;
- Approve 70 working days of time extension for the additional scopes; and
- Authorize the Public Works Director to execute Change Order No. 3 to the contract agreement on behalf of the City, and make minor modifications as appropriate thereto.

By: Rebecca Li, Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Change Order No. 3	4/17/2023	Backup Material	ChangeOrder_CP1205000_No03.pdf

**CITY OF GARDEN GROVE
13802 NEWHOPE STREET
GARDEN GROVE, CA 92843**

CHANGE ORDER

Contractor: Pacific Hydrotech Corp.

C.O. No.: 3
Date: April 14, 2023

Job: CP1205000- MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION
REHABILITATION PROJECT

Design Consultant: Kleinfelder, Inc.

Amount of this Change Order (**Add \$215,834.46**)

In accordance with contract provisions, the following changes in the contract and/or contract work are hereby authorized and as compensation therefor, the following addition to or deductions from the contract price are hereby approved.

ITEM 1: Installation of secondary sealant system
Reason for Change: Leaks were discovered from the reservoir after the completion of original floor joint sealant work. It was discovered that the reservoir waterstop was not 100% intact. The Contractor proposed to install a secondary sealant system to address the issue. The sealant system is called a combiflex system which is a sealant strip that covers the top of the floor joints.

Description: Provide labor, equipment, and materials necessary to dewater and clean the reservoir, surface preparation for the installation of the combiflex system, installation of the combiflex system and disinfect the reservoir.

ADDED COST THIS CHANGE ORDER ITEM: + \$119,495.00
TIME EXTENSION THIS CHANGE ORDER ITEM: 60 Working Days

ITEM 2: Installation of acoustic panels
Reason for Change: The replacement of the pump engine required a change in cooling system which added the installation of a radiator fan outside of the pump station building. However, the noise generated from the radiator fan is higher than expected and caused a nuisance to the nearby residences. A sound study was conducted and recommended the installation of acoustic panels to mitigate the unexpected issue.

Description: Provide labor, equipment, and materials necessary to install the custom acoustical panels

- Qty (1) Barrier wall 8' high with 10', 20', and 7' long walls; Qty (1) Barrier wall 8' high with 6' & 14' walls,
- and a Roof 6'x6'

ADDED COST THIS CHANGE ORDER ITEM: + \$96,339.46
TIME EXTENSION THIS CHANGE ORDER ITEM: 10 Working Days

CHANGE ORDER

C.O. No.: 3
Date: April 14, 2023

Job: CP1205000- MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION
REHABILITATION PROJECT

Consultant: Kleinfelder, Inc.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all suppliers, for the work or change defined in this Change Order, including all impact on any unchanged work. By signing this Change Order, the Contractor acknowledges and agrees, on behalf of himself, all Subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in this Change Order, plus all payment for the interruption of schedules, extended overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this Contract. The signing of this Change Order shall indicate that the Change Order constitutes full mutual accord and satisfaction for the change, and that the time and/or cost under the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractors, and all suppliers, as a result of the change. The Contractor, on behalf of himself, all Subcontractors, and all suppliers, agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

Original Contract Price	\$ <u>3,204,880.00</u>
Prev. Authorized Changes	\$ <u>309,173.35</u>
This Change (Add)	\$ <u>215,834.46</u>
Amended Contract Price	\$ <u>3,729,887.81</u>
Percent Change	<u>+16.4%</u>
Time Extension	

CHANGE ORDER

C.O. No.: 3
Date: April 14, 2023

Job: CP1205000- MAGNOLIA RESERVOIR AND BOOSTER PUMP STATION
REHABILITATION PROJECT

Consultant: Kleinfelder, Inc.

CONTRACTOR

Pacific Hydrotech Corp	Date
Authorized Agent of Contractor	
Submitted and accepted by:	

CITY OF GARDEN GROVE

Project Engineer	Date
Approved by:	

Public Works Director	Date
Accepted by:	

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file minutes from the meeting held on March 14, 2023. (*Action Item*) Date: 4/25/2023

Attached are the minutes from the meeting held on March 14, 2023, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	4/19/2023	Minutes	cc-min_03_14_2023.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 14, 2023

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE CLOSED SESSION

At 5:40 p.m., Mayor Jones convened closed session.

ROLL CALL PRESENT: (7) Council Members O'Neill, Tran, DoVinh,
Klopfenstein, Nguyen, Brietigam, Mayor
Jones

ABSENT: (0) None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1): Clasby v. City of Garden Grove, Workers Compensation Appeal Board Case Nos. ADJ13886000 and ADJ13878382.

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1): Southern California Edison Company vs. Griffith Company, City of Garden Grove et al., OCSC Case No. 30-2020-01146577.

ADJOURN CLOSED SESSION

At 6:15 p.m., Mayor Jones adjourned closed session.

CONVENE REGULAR MEETING

At 6:30 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ORANGE COUNTY HUMAN RELATIONS ANNUAL REPORT UPDATE AS PRESENTED BY BOARD MEMBER CHRISTIAN LOPEZ (F: 23.17)

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE TECHNACOLTS FOR WINNING FIRST PLACE AT THE FIRST LEGO LEAGUE CHALLENGE

RECESS

At 6:48 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:04 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ORAL COMMUNICATIONS

Speakers: Rubi Garcia, Grace Lee, Teresa Tran, Nicholas Dibs

RECESS

At 7:17 p.m. Mayor Jones recessed the meeting.

RECONVENE

At 7:19 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION CELEBRATING WOMEN'S HISTORY MONTH
(F: 83.1-2023)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

A Proclamation celebrating the month of March as Women's History Month, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	O'Neill, Tran, DoVinh, Klopfenstein, Nguyen, Brietigam, Jones
Noes:	(0)	None

ADOPTION OF A RESOLUTION PROCLAIMING THE TERMINATION OF THE LOCAL EMERGENCY DUE TO THE COVID-19 PANDEMIC DECLARED ON MARCH 17, 2020
(F: 117.2A)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

Resolution No. 9784-23 entitled: A Resolution of the City Council of the City of Garden Grove proclaiming the termination of the local emergency due to the COVID-19 Pandemic, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AUTHORIZATION FOR COUNCIL MEMBER KLOPFENSTEIN TO PARTICIPATE IN THE ACC-OC ADVOCACY DELEGATION IN WASHINGTON D.C., ON APRIL 17-20, 2023
(F: 74.11B)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

Participation by Council Member Klopfenstein in the ACC-OC advocacy delegation in Washington D.C. on April 17-20, 2023, including travel, lodging, food, and other ancillary expenses, be authorized.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO VORTEX INTERNATIONAL INC., FOR THE REPLACEMENT OF VARIOUS WATER FILTRATION EQUIPMENT FOR THE ATLANTIS PLAY CENTER SPLASH PAD (F: 73.1)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The Finance Director be authorized to issue a purchase order to Vortex International Inc., in the amount of \$57,019.94, for the purchase of new replacement equipment for the Atlantis Play Center splash pad.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH FG SOLUTIONS TO PREPARE A WATER RATE STUDY (F: 55-FG SOLUTIONS)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The agreement with FG Solutions, in the amount not to exceed \$93,046.80, to prepare a Water Rate Study for the Water Enterprise Fund, be approved; and

The City Manager be authorized to execute the agreement on behalf of the City and make minor modifications as appropriate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

RECEIVE AND FILE THE 2022 ANNUAL PROGRESS REPORT ON THE STATUS OF THE GENERAL PLAN (F: 20.2)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The 2022 Annual Progress Report on the Status of the General Plan, be received and filed; and

Staff be authorized to transmit the annual Report to the Governor's Office of Planning and Research, and the California Department of Housing and Community Development.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON JANUARY 24, 2023, FEBRUARY 2, 2023, AND FEBRUARY 18, 2023 (F: VAULT)

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

Minutes from the meetings held on January 24, 2023, February 2, 2023, and February 18, 2023, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

WARRANTS

It was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

Demands covered by Wire numbers 00001445 through 00001461 EFT numbers 00032483 through 00032527, and check numbers 00684403 through 00684526 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00032528 through 00033556, and check numbers 00684527 through 00684736 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00033557 through 00033578, and check numbers 00684737 through 00684824 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by EFT numbers 00033579 through 00033606, and check numbers 00684825 through 00684977 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed;

Demands covered by Wire numbers 00001462 through 00001482 EFT numbers 00033607 through 00033632, and check numbers 00684978 through 00685071 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed; and

Payroll deposits dated March 9, 2023, with a check dated February 9, 2023, and checks dated March 9, 2023, are inclusive and have been verified by the Finance Division as properly issued and bear all proper signatures, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

PUBLIC HEARING – APPROVAL OF THE HOME ARP ALLOCATION PLAN AND
SUBSTANTIAL AMENDMENT NO. 1 TO THE FY 2021-22 ANNUAL ACTION PLAN (AAP)
(F: 117.10D)

Following staff introduction, Mayor Jones declared the public hearing open.

Speakers: Nicholas Dibs, Maureen Blackmun, Kris Beard

With no further public comments, Mayor Jones closed the public hearing.

Following Council Member O'Neill thanking staff on their work, it was moved by Council Member Klopfenstein, seconded by Council Member Nguyen that:

The HOME ARP Allocation Plan and Substantial Amendment No. 1 to the FY 2021-22 AAP, be approved;

That \$3,037,211 in HOME-ARP funds (Fund 249) be appropriated for TBRA and the development of affordable housing with any unused funds to be carried over to FY 2023-24;

That staff be directed to submit Substantial Amendment No. 1 to HUD; and

The City Manager be authorized to execute agreements, and make modifications as appropriate thereto, on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

CONSIDERATION TO APPOINT TO THE CITY'S COMMISSIONS, COMMITTEE, AND
BOARD (CONTINUED FROM THE MEETINGS HELD ON JANUARY 24, 2023,
FEBRUARY 14, 2023, AND FEBRUARY 28, 2023.) (F: 122.1)

Mayor Jones introduced this matter, and it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that the City's Commissions, Committee and Board appointments be approved as follows:

Planning Commission: Asia Cunningham, Josh Lindsay, Daisy Perez Castellanos, John Ramirez, Randy Arbcast, Mark Paredes, and Matthew Montano.

Neighborhood Improvement and Conservation Commission: Maureen Blackmun, Rosalyn Rubin, Tuan Tran, Julian de la O, Matthew Bell, Kay Kearney, and James Kester.

Downtown Commission: Jennifer Stewart, Viet Tran, Katherine Amoukhteh, Linh Nguyen, Elizabeth Dang, Rebecca Weimer, and Marilyn Tortolano.

Administrative Board of Appeals: Kathy Ladd, Jessica Knight, Andrew Nguyen, Geoff Tackney, and Timothy Brady.

Traffic Commission: Ricardo Cepeda, Patrick Catlin, Joseph Laricchia, Jeffrey Sanders, Calvin Van, Lyle Flatebo, and Roger Flanders.

Parks, Recreation and Arts Commission: Andrea Perez, Ted Stevens, Alan Strickland, Cam Mangels, Daniel Gonzales, Dolores Rubi Garcia, and Fernando Cueva.

Measure O – Citizens’ Oversight Committee: Les Malo, Robert Sanders, Kris Beard, Claire Bischoff, Sandy Thomas, Mark Mackanic, and Fernando Ferrer.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O’Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

APPROVAL OF A COOPERATIVE AGREEMENT WITH CALTRANS FOR
IMPLEMENTATION OF A FENCING PILOT PROGRAM (F: 55-CALTRANS)

Following staff introduction and City Council comments, it was moved by Council Member Nguyen, seconded by Council Member Klopfenstein that:

A Cooperative Agreement with Caltrans to implement a Fencing Pilot Program, be approved;

The City Manager or designee be authorized to execute the Cooperative Agreement including option terms and amendments on behalf of the City; and

An additional appropriation in the amount of \$600,000 be appropriated for the amended Fiscal Year 2022-23 budget.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

AWARD A CONTRACT TO NEXGEN DESIGN BUILDERS, INC., FOR THE CENTRAL CITIES NAVIGATION CENTER (PROJECT NO. 1350000) – CONSTRUCTION MANAGEMENT SERVICES (F: 55-NEXGEN DESIGN BUILDERS, INC.)

Following staff introduction and City Council comments, it was moved by Mayor Pro Tem Brietigam, seconded by Council Member Nguyen that:

A contract be awarded to NEXGEN Design Builders, Inc., for construction management services for the Central Cities Navigation Center in the not to exceed amount of \$365,850;

Funding in the amount of \$365,850, be appropriated from the Central Cities Navigation budget for funding the Construction Management Services contract with NEXGEN Design Builders, Inc., for GL: 260-211-1210; JL CP1350000; and

The City Manager, or designee, be authorized to execute the contract on behalf of the City and make minor modifications as appropriate including extending option terms and amendments if necessary to complete the project.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

DISCUSSION REGARDING PROPOSED LETTER OF COMMENDATION FOR GARDEN GROVE VETERAN GIOVANNI ROMAN FOR HIS SERVICE AS A VOLUNTEER COMBAT MEDIC IN UKRAINE, AS REQUESTED BY COUNCIL MEMBER KIM NGUYEN (F: 83.2)

Council Member Kim Nguyen read the proposed letter of commendation, and asked that the City Council honor the sacrifice made by Giovanni Roman, noting he was injured while helping those in Ukraine. Following City Council questions, it was moved by Council Member Nguyen, seconded by Mayor Pro Tem Brietigam that:

A letter of commendation to Giovanni Roman recognizing his personal sacrifice volunteering as a medic in Ukraine while under attack by the Russian Military, be approved.

The motion carried by a 7-0 vote as follows:

Ayes: (7) O'Neill, Tran, DoVinh, Klopfenstein, Nguyen,
Brietigam, Jones
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
(Continued)

Mayor Pro Tem Brietigam updated the City Council on the progress being made on the bronze "Strawberry Zest" sculpture by artist and sculptress Jennifer Stewart, and that he has raised \$100,000 towards the expenses and installation. He noted that the majority of the funds will be paid to the foundry, and that Ms. Stewart has leased the front portion of "Happiness is a Balloon" business on Main Street where people can watch her progress. The Garden Grove Community Foundation is a major donor to this artwork and are accepting donations for the project. There is a link for those interested in donating to the Strawberry Zest artwork at <https://www.ggcf.com/strawberry-zest>. He is optimistic that the sculpture will be complete by the end of the Fall season.

Council Member O'Neill noted he recently attended the funeral service for Jim Stovall who was a true pillar of the communities of Anaheim and Garden Grove alongside his wife Bobbie Stovall of 57 years. Jim and his brothers built a lot of the hotels in Anaheim, and they built the White House Restaurant. Their support and charitable work included providing for the Gem Theater. Their generosity and support for many organizations throughout Anaheim and Garden Grove was not widely known, and Council Member O'Neill had the privilege of knowing Jim Stovall through personal and work connections, and that he will be missed.

Council Member Tran thanked Public Works Director, Bill Murray, for giving her a tour of the Municipal Services Center, and commented on how impressed she was with the facility and the staff. She noted that as a Library Advisory member, she was very pleased and honored to have attended a pre-school reading event, and a short movie viewing about Little Saigon where she met with the director. She noted that she met with a couple of ladies from the Waymakers on International Women's Day and she encouraged people to reach out to get help with a smoking cessation program. She praised Garden Grove Police Chief El Farra and his department for intervening and assisting with several issues in her district all in less than 24 hours. She noted plans for collaborating with Council Member O'Neill on a school event, and plans for honoring veterans.

Council Member DoVinh congratulated tonight's appointees to the City's commissions, committee and board; noting the importance of these positions and finding the right people. He thanked Council Member Nguyen for requesting delays to appoint, and he thanked Mayor Jones for extending the time to appoint. He hopes to be able to meet the appointees and thanked them for submitting applications and for their willingness to serve.

Council Member Klopfenstein noted that she was part of a delegation from the Association of California Cities – Orange County (ACCOC) who went to Sacramento last week, where they met with key legislators, officials and staff. Discussions included housing, the homelessness crisis, crime, transportation, infrastructure and water. She felt honored that she had a seat at the table representing Garden Grove.

Council Member Nguyen expressed regret for having to step down from her role on the Southern California Association of Governments (SCAG) and the Orange County Council of Governments (OCCOG) for District 18 that encompasses Garden Grove, Cypress, and La Palma. She encouraged her colleagues on the dais to send a letter of interest to serve on the OCCOG Board by March 15, 2023. She cautioned it is a time commitment if elected by the board as members serve on both SCAG and OCCOG that includes a number of policy committees. She wished her father an early Happy Birthday.

City Manager Kim introduced the interim Community and Economic Development Director, Craig Beck, who is the contract manager for the public safety building project and who will be serving as the interim director until the position is filled. Mr. Beck thanked the City Council and City Manager for having the opportunity to serve as the interim director, noting that he has been getting to know the community as well as engaging staff in a team building exercise. He looks forward to moving the public safety building project forward and working with the City Council.

City Attorney Sandoval stated that no reportable actions were taken under closed session.

ADJOURNMENT

At 8:04 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting is scheduled for Tuesday, March 28, 2023, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 4/25/2023
(*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	4/19/2023	Warrants	Warrants_PR_04062023.pdf

City of Garden Grove
Certificate of Warrants
Register Date:
Between Mar 23, 2023 and Apr 6, 2023

This is to certify the demands covered by EFT numbers 00020779 through 00021408 and check numbers 00185325 through 00185339 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Note:



Finance Director
Patricia Song

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PY - Payroll

Check Type: CHK

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00185325	E05035	NGUYEN, TAN V	04/06/2023	\$49.27
00185326	E05079	TRAN, CINDY NGOC	04/06/2023	\$793.89
00185327	E00977	BELAIR, DIANE	04/06/2023	\$2,453.28
00185328	E05101	CASTANEDA, LILIANA	04/06/2023	\$364.20
00185329	E04936	NGUYEN, BRENDAN L	04/06/2023	\$31.86
00185330	E05103	RODRIGUEZ, MATTHEW S	04/06/2023	\$544.07
00185331	E05105	RODRIGUEZ, ROGER	04/06/2023	\$305.93
00185332	E05045	VIRAMONTES, KATE E	04/06/2023	\$72.84
00185333	E04444	JULIENNE, PATRICK R	04/06/2023	\$3,425.68
00185334	E05100	RAABE, MATTHEW A	04/06/2023	\$2,481.95
00185335	E09942	YOUNG, DAVID C	04/06/2023	\$80.14
00185336	E05098	BARNESE, VINCENZO A	04/06/2023	\$2,549.67
00185337	E03529	ROCHA, MICHAEL F	04/06/2023	\$2,170.46
00185338	E05067	SANCHEZ, MARTIN	04/06/2023	\$365.11
00185339	E03446	JIMENEZ, VIDAL	04/06/2023	\$2,507.31
CHK - Total				\$18,195.66

Check Type: EFT

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020779	E03220	WARDLE, DENNIS	03/23/2023	\$5,287.49
00020780	E03973	AVILA, VERONICA	04/06/2023	\$2,625.29
00020781	E03982	BECKLES, CAROL E	04/06/2023	\$49.27
00020782	E04755	BRIETIGAM III, GEORGE S	04/06/2023	\$778.36
00020783	E01338	CARRENO, SHAUNA J	04/06/2023	\$2,220.50
00020784	E02788	DAVIS, JEFFREY P	04/06/2023	\$1,733.97
00020785	E05080	DOVINH, JOSEPH T	04/06/2023	\$729.69
00020786	E04994	GREENUP, BREANNA C	04/06/2023	\$956.04
00020787	E00803	HADDAD, PAMELA M	04/06/2023	\$2,040.62
00020788	E04750	HO, VY D	04/06/2023	\$1,879.10
00020789	E04096	HUYNH, DANNY	04/06/2023	\$5,131.93
00020790	E03612	JONES, STEVEN R	04/06/2023	\$454.38
00020791	E04442	KIM, LISA L	04/06/2023	\$6,230.66
00020792	E04131	KIM, NOELLE N	04/06/2023	\$3,080.09

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020793	E02612	KLOESS, VILMA C	04/06/2023	\$2,867.45
00020794	E04536	KLOPFENSTEIN, STEPHANIE L	04/06/2023	\$616.09
00020795	E01949	LE, IVY	04/06/2023	\$1,632.88
00020796	E01280	LE, TAMMY	04/06/2023	\$1,809.04
00020797	E05072	LOPEZ, CARLOS	04/06/2023	\$1,397.56
00020798	E05828	MIDDENDORF, LINDA	04/06/2023	\$3,342.45
00020799	E02787	MORAN, MARIE L	04/06/2023	\$2,850.07
00020800	E04948	NGUYEN, HOAI THUONG H	04/06/2023	\$1,588.59
00020801	E04537	NGUYEN, KIM B	04/06/2023	\$717.63
00020802	E03255	NGUYEN, PHUONG VIEN T	04/06/2023	\$2,260.99
00020803	E02560	NGUYEN, QUANG	04/06/2023	\$2,760.47
00020804	E01286	NGUYEN, TINA T	04/06/2023	\$2,176.89
00020805	E04534	ONEILL, JOHN R	04/06/2023	\$793.68
00020806	E04528	PARK, SHAWN S	04/06/2023	\$2,792.35
00020807	E03541	PHI, THYANA T	04/06/2023	\$2,803.44
00020808	E04443	POLLOCK, AMANDA M	04/06/2023	\$2,027.58
00020809	E06945	POMEROY, TERESA L	04/06/2023	\$3,909.37
00020810	E01964	PULIDO, ANA E	04/06/2023	\$4,598.97
00020811	E01356	RAMOS, MARIA	04/06/2023	\$15,335.50
00020812	E05057	SATO, MICHIE L	04/06/2023	\$2,741.87
00020813	E00564	STIPE, MARIA A	04/06/2023	\$7,632.03
00020814	E03715	THAI, KRISTY H	04/06/2023	\$2,521.37
00020815	E02543	TO, TANYA L	04/06/2023	\$1,696.07
00020816	E01971	TRAN, CUONG K	04/06/2023	\$2,500.42
00020817	E02056	TRUONG, ELAINE	04/06/2023	\$1,839.20
00020818	E03983	VASQUEZ, LIZABETH C	04/06/2023	\$2,580.29
00020819	E04971	VITAL, ANDREA	04/06/2023	\$1,531.24
00020820	E02562	VO, THANH-NGUYEN	04/06/2023	\$1,859.94
00020821	E04230	WIMMER, MISSY M	04/06/2023	\$890.53
00020822	E04944	ANDERSON CAMBA, ASHLEIGH R	04/06/2023	\$2,190.95
00020823	E04764	BRADLEY, JANNA K	04/06/2023	\$2,663.42
00020824	E03766	CERDA, MARY C	04/06/2023	\$2,290.07
00020825	E04673	HART, BRANDI M	04/06/2023	\$841.30
00020826	E04363	KWAN, LIANE Y	04/06/2023	\$3,656.74
00020827	E01985	LEE, JANY H	04/06/2023	\$4,291.29

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020828	E03420	PROCTOR, SHERRILL A	04/06/2023	\$2,500.69
00020829	E05078	SANCHEZ, GIOVANNI P	04/06/2023	\$2,101.63
00020830	E04417	STEPHENSON, CAITLYN M	04/06/2023	\$2,192.15
00020831	E02115	STOVER, LAURA J	04/06/2023	\$5,363.01
00020832	E05082	YIN, ARTHUR	04/06/2023	\$2,106.46
00020833	E04445	BROWN, KAREN J	04/06/2023	\$1,383.37
00020834	E03313	BUI, AI N	04/06/2023	\$1,715.59
00020835	E05068	CASTELLON, ALVARO A	04/06/2023	\$4,228.41
00020836	E04961	CHAO, VICTORIA	04/06/2023	\$1,601.21
00020837	E03686	CHAVEZ, JAIME F	04/06/2023	\$1,682.30
00020838	E03760	CHUNG, JANET J	04/06/2023	\$2,823.09
00020839	E05094	CORTEZ, ELIZABETH M.	04/06/2023	\$1,977.43
00020840	E04957	CURTSEIT, MARIA	04/06/2023	\$2,010.94
00020841	E04960	FUKAZAWA, KEISUKE	04/06/2023	\$2,085.56
00020842	E05055	GAMINO, LINDA M	04/06/2023	\$1,411.24
00020843	E03134	GARCIA, SYLVIA	04/06/2023	\$2,636.45
00020844	E03877	GOMEZ, STEVEN E	04/06/2023	\$1,834.34
00020845	E03429	GULLEY, SUSAN J	04/06/2023	\$610.01
00020846	E03016	HERNANDEZ, GARY F	04/06/2023	\$1,774.99
00020847	E04569	HOFFMAN, CORINNE L	04/06/2023	\$2,454.22
00020848	E04968	HONG, SEUNGBUM	04/06/2023	\$1,721.66
00020849	E04959	LE, KENNETH H	04/06/2023	\$1,488.66
00020850	E00057	MANALANSAN, NEAL M	04/06/2023	\$2,135.42
00020851	E01668	MAY, ROBERT W	04/06/2023	\$1,689.56
00020852	E01393	MENDEZ, ANGELA M	04/06/2023	\$2,128.97
00020853	E03628	MENDOZA, CHRISTI C	04/06/2023	\$1,964.89
00020854	E04958	NGO, TINA	04/06/2023	\$2,687.13
00020855	E04838	NIGATU, SELAMAWIT	04/06/2023	\$2,806.04
00020856	E02429	PHAM, ANH	04/06/2023	\$1,858.09
00020857	E03610	RAMIREZ, EVA	04/06/2023	\$2,105.07
00020858	E05008	RAMOS, ASHLEY	04/06/2023	\$1,533.99
00020859	E04973	RAMOS, NANCY	04/06/2023	\$2,937.77
00020860	E05097	RODRIGUEZ, SEBASTIAN	04/06/2023	\$1,947.68
00020861	E03539	SEGAWA, SANDRA E	04/06/2023	\$3,823.72
00020862	E04780	SONG, YUAN	04/06/2023	\$5,179.63

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020863	E04859	VO, MY TRA	04/06/2023	\$3,110.60
00020864	E03433	WESTON, RETA J	04/06/2023	\$865.64
00020865	E04674	WHITTAKER DEGEN, HELEN E	04/06/2023	\$651.38
00020866	E04527	YOO, MEENA	04/06/2023	\$2,410.40
00020867	E04493	ANDREWS, STEVEN F	04/06/2023	\$2,648.19
00020868	E00845	CHANG, TERENCE S	04/06/2023	\$3,148.51
00020869	E05091	ENCISO, MARIA VERONICA M	04/06/2023	\$2,142.16
00020870	E03498	ESPINOZA, VERNAL	04/06/2023	\$2,661.12
00020871	E04523	GALLO, CESAR	04/06/2023	\$3,112.17
00020872	E04415	GOLD, ANNA L	04/06/2023	\$2,187.01
00020873	E04713	HINGCO, ERNIE E	04/06/2023	\$2,059.62
00020874	E02617	KLOESS, GEOFFREY A	04/06/2023	\$4,330.82
00020875	E03571	MORAGRAAN, RACHOT	04/06/2023	\$4,121.47
00020876	E05071	OCHOA, NICOLAS E	04/06/2023	\$2,523.89
00020877	E01277	PROFFITT, NOEL J	04/06/2023	\$3,675.77
00020878	E01901	RAO, ANAND V	04/06/2023	\$5,916.45
00020879	E05027	SANCHEZ MENDOZA, ALFREDO	04/06/2023	\$2,128.42
00020880	E05073	SEYMOUR, DAVID M	04/06/2023	\$893.33
00020881	E04395	SWANSON, MATTHEW T	04/06/2023	\$2,026.30
00020882	E01674	VALENZUELA, ANTHONY	04/06/2023	\$1,749.94
00020883	E00809	VICTORIA, ROD T	04/06/2023	\$2,559.17
00020884	E03014	WILDER, CANDY G	04/06/2023	\$2,286.64
00020885	E03509	WINSTON, TERREL KEITH	04/06/2023	\$3,208.95
00020886	E03725	ABU HAMDIYYAH, AMEENAH	04/06/2023	\$2,099.21
00020887	E02996	ASHLEIGH, JULIE A	04/06/2023	\$2,124.16
00020888	E03161	AUSTIN, MICHAEL G	04/06/2023	\$2,932.44
00020889	E05099	BECK, CRAIG A	04/06/2023	\$4,380.00
00020890	E00740	BLODGETT, GREG	04/06/2023	\$4,158.65
00020891	E03808	CHENG, ALANA R	04/06/2023	\$3,588.18
00020892	E03601	CHUNG, CHRISTOPHER	04/06/2023	\$3,110.51
00020893	E03353	COVARRUBIAS, MONICA	04/06/2023	\$3,708.42
00020894	E00128	CRAMER, RITA M	04/06/2023	\$2,774.11
00020895	E04394	DAHLHEIMER, BRYSON T	04/06/2023	\$3,026.87
00020896	E04879	DAKE, RYAN J	04/06/2023	\$2,301.94
00020897	E04578	DENT, DAVID A	04/06/2023	\$4,636.21

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020898	E03697	GUERRERO, PAUL	04/06/2023	\$2,972.57
00020899	E03600	HARTWIG, TODD C	04/06/2023	\$2,821.18
00020900	E03531	HERNANDEZ, RALPH V	04/06/2023	\$2,392.94
00020901	E04855	HERRERA JR, ARMANDO	04/06/2023	\$648.56
00020902	E03410	HODSON, AARON J	04/06/2023	\$1,682.55
00020903	E04716	KASKLA, PRIIT J	04/06/2023	\$2,482.73
00020904	E05092	LE, LINH D	04/06/2023	\$2,124.71
00020905	E03617	LEE, GRACE E	04/06/2023	\$2,878.17
00020906	E04490	LY, HUONG Q	04/06/2023	\$4,405.25
00020907	E04194	MARTINEZ, MARIA L	04/06/2023	\$2,861.85
00020908	E03044	MOORE, JUDITH A	04/06/2023	\$2,237.85
00020909	E02895	MOURE, SVETLANA	04/06/2023	\$2,486.82
00020910	E04635	NGUYEN, PHU T	04/06/2023	\$4,000.71
00020911	E02842	PARRA, MARIA C	04/06/2023	\$3,541.40
00020912	E04992	ROBLES, ALFONSO	04/06/2023	\$2,487.44
00020913	E04408	THRONE, TIMOTHY E	04/06/2023	\$2,302.83
00020914	E04862	TRAN, JAKE P	04/06/2023	\$2,059.02
00020915	E05048	TUONG, NGHIA T	04/06/2023	\$1,809.33
00020916	E05053	VU, VINNY X	04/06/2023	\$1,757.22
00020917	E03643	ALVARADO, YOLANDA A	04/06/2023	\$1,895.72
00020918	E05009	ALVAREZ, CYNTHIA	04/06/2023	\$823.09
00020919	E04390	AMBRIZ, STEPHANIE	04/06/2023	\$604.27
00020920	E04978	AVINA, MIKAYLA M	04/06/2023	\$576.79
00020921	E04771	BAILOR, REBECCA J	04/06/2023	\$521.21
00020922	E04988	BAUTISTA, BRENDA	04/06/2023	\$2,036.59
00020923	E04262	BEARD, ALEX C	04/06/2023	\$793.90
00020924	E02658	CAMARENA, RACHEL M	04/06/2023	\$2,270.65
00020925	E01588	CAMARENA, RENE	04/06/2023	\$2,393.63
00020926	E01902	CASILLAS, VICTORIA M	04/06/2023	\$2,723.98
00020927	E03304	CHUMACERO, DEANNA M	04/06/2023	\$1,290.95
00020928	E04611	CROSS, AMANDA D	04/06/2023	\$1,947.02
00020929	E02956	CUMMINGS, KENNETH E	04/06/2023	\$87.20
00020930	E04653	DIAZ, GABRIELA	04/06/2023	\$436.25
00020931	E05036	DINH, NGUYEN KHOA	04/06/2023	\$211.24
00020932	E05013	DINH, TIFFANY	04/06/2023	\$509.88

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020933	E05090	ESCARENO, MELISSA	04/06/2023	\$378.77
00020934	E02120	FRAUSTO, LUIZ F	04/06/2023	\$390.25
00020935	E04679	FREEMAN, MARK C	04/06/2023	\$3,905.73
00020936	E05019	FUENTES, DIANA	04/06/2023	\$642.18
00020937	E04481	GARCIA, JARED D	04/06/2023	\$602.35
00020938	E04253	GARCIA, VANESSA L	04/06/2023	\$728.71
00020939	E05069	GARCIA, VERONICA	04/06/2023	\$123.49
00020940	E03337	GODDARD, JENNIFER DANIELLE	04/06/2023	\$2,766.79
00020941	E04982	GONZALEZ, KATHERYN	04/06/2023	\$478.01
00020942	E00940	GRANT, JACOB R	04/06/2023	\$2,556.52
00020943	E04967	HASHEMI, SETAREH	04/06/2023	\$517.84
00020944	E01687	HOLER, KIMBERLY K	04/06/2023	\$149.61
00020945	E05032	LEE, JASON J	04/06/2023	\$286.80
00020946	E03603	MA AE, ELAINE M	04/06/2023	\$3,187.86
00020947	E01552	MEDINA, JESUS	04/06/2023	\$1,829.06
00020948	E00455	MEDINA, JUAN	04/06/2023	\$2,416.10
00020949	E04925	MENDOZA, JESSICA	04/06/2023	\$305.93
00020950	E02808	MONTANCHEZ, JOHN A	04/06/2023	\$7,066.93
00020951	E04947	NGUYEN, ALEXANDER H	04/06/2023	\$349.63
00020952	E05052	NGUYEN, RYAN N	04/06/2023	\$39.84
00020953	E04391	NICHOLAS, NOEL N	04/06/2023	\$2,168.97
00020954	E04931	NODAL, NATALIE	04/06/2023	\$342.35
00020955	E00785	OCADIZ HERNANDEZ, GABRIELA	04/06/2023	\$3,429.15
00020956	E04965	ORDUNO, SAMANTHA	04/06/2023	\$462.60
00020957	E03881	PANGAN, CHRISTIAN	04/06/2023	\$45.60
00020958	E03361	PELAYO, JANET E	04/06/2023	\$4,181.19
00020959	E04777	PHAN, EDOUARD T	04/06/2023	\$206.29
00020960	E03893	PICKRELL, ARIELLE	04/06/2023	\$1,211.68
00020961	E04463	PUILOA, SHADY S	04/06/2023	\$0.00
00020962	E04932	RAYO, ALONDRA	04/06/2023	\$87.41
00020963	E02754	REYNOSO, SUGEIRY	04/06/2023	\$2,663.10
00020964	E05096	ROCHA ISLAS, CINTHIA R	04/06/2023	\$621.38
00020965	E03362	ROMERO, MARINA Y	04/06/2023	\$2,088.12
00020966	E04684	ROSALES, MARIA D	04/06/2023	\$456.80
00020967	E04614	ROSAS, TANYA	04/06/2023	\$382.41

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00020968	E05025	SABGA, INGRID D	04/06/2023	\$553.22
00020969	E04620	SALDIVAR, DIANA	04/06/2023	\$399.74
00020970	E01893	SAUCEDO, DANA MARIE	04/06/2023	\$2,534.36
00020971	E00925	SCHLUMBERGER, EMERON J	04/06/2023	\$1,079.81
00020972	E04926	SERNA, SAMANTHA M	04/06/2023	\$393.10
00020973	E05016	SIERRA, AILEEN S	04/06/2023	\$123.83
00020974	E04795	SIEVE, MYCHAELLA J	04/06/2023	\$733.25
00020975	E03895	SMITH, REBECCA S	04/06/2023	\$742.08
00020976	E04376	SMITH, SARAH L	04/06/2023	\$56.02
00020977	E05030	TRIGGS, MARY SHANNON	04/06/2023	\$236.31
00020978	E04924	TU, KATHY	04/06/2023	\$189.38
00020979	E01396	VALDIVIA, CLAUDIA	04/06/2023	\$3,496.96
00020980	E00015	VAN SICKLE, JEFFREY	04/06/2023	\$3,243.90
00020981	E04687	VARGAS, SAMANTHA B	04/06/2023	\$393.20
00020982	E05046	VARGAS-CABRERA, ARMANDO	04/06/2023	\$240.37
00020983	E05017	VARGAS-SERNA, KELLY	04/06/2023	\$375.13
00020984	E04118	VENCES, DAISY O	04/06/2023	\$143.41
00020985	E03085	VICTORIA, PAUL E	04/06/2023	\$1,505.83
00020986	E05018	VILLEGAS, MIA A	04/06/2023	\$254.94
00020987	E04609	VIRAMONTES, JACOB D	04/06/2023	\$639.76
00020988	E04274	WILMES, DAVID M	04/06/2023	\$295.12
00020989	E05070	XOOL VARGAS, RUDY G	04/06/2023	\$364.20
00020990	E05076	XU, CHARLIE	04/06/2023	\$233.09
00020991	E03819	ALAMILLO, MARCOS R	04/06/2023	\$4,042.77
00020992	E03712	ALARCON, CLAUDIA	04/06/2023	\$3,575.20
00020993	E05029	ALARID, DAVID M	04/06/2023	\$1,899.72
00020994	E03616	ALCARAZ, MARIA A	04/06/2023	\$2,129.93
00020995	E00121	ALLISON, WILLIAM	04/06/2023	\$5,510.31
00020996	E04873	ALVARADO, MADELINE M	04/06/2023	\$2,165.39
00020997	E04080	ALVAREZ BROWN, RICHARD A	04/06/2023	\$3,338.90
00020998	E05028	AMAYA, JOSE J	04/06/2023	\$2,560.75
00020999	E03011	ANDERSON, BOBBY B	04/06/2023	\$3,876.63
00021000	E05040	ARCHULETA, ANDREW M	04/06/2023	\$2,356.66
00021001	E01234	ARELLANO, PEDRO R	04/06/2023	\$4,245.64
00021002	E04875	ARROYO, SANDRA M	04/06/2023	\$2,148.16

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00021003	E04497	ASHBAUGH, TIMOTHY R	04/06/2023	\$3,145.56
00021004	E03397	ASHBY, PAUL W	04/06/2023	\$3,572.55
00021005	E04719	ATWOOD, MARIA S	04/06/2023	\$2,525.44
00021006	E04613	AVALOS JR, FRANCISCO	04/06/2023	\$3,589.70
00021007	E04550	BAEK, SHARON S	04/06/2023	\$2,599.78
00021008	E05062	BAEZ, JASMIN	04/06/2023	\$631.59
00021009	E04209	BAINTO, JUDY A	04/06/2023	\$264.01
00021010	E04778	BAKER, COLLIN E	04/06/2023	\$3,269.44
00021011	E03005	BANKSON, JOHN F	04/06/2023	\$4,201.94
00021012	E04645	BARRAZA, RENE	04/06/2023	\$3,457.64
00021013	E05041	BARRIOS-ROA, JAYDE D.	04/06/2023	\$3,289.70
00021014	E04432	BEHZAD, JOSHUA K	04/06/2023	\$2,283.52
00021015	E04951	BELLO, ANGELICA	04/06/2023	\$1,945.14
00021016	E03006	BELTHIUS, LISA A	04/06/2023	\$301.83
00021017	E04976	BELTHIUS, TYLER E	04/06/2023	\$451.61
00021018	E04753	BERENGER, BEAU A	04/06/2023	\$3,660.73
00021019	E03296	BERESFORD, EVAN S	04/06/2023	\$3,953.26
00021020	E01604	BERLETH, RYAN S	04/06/2023	\$2,224.49
00021021	E03443	BLUM, JAMES A	04/06/2023	\$3,085.16
00021022	E03363	BOWEN, GENA M	04/06/2023	\$1,842.81
00021023	E04767	BOWMAN, TROY F	04/06/2023	\$2,646.93
00021024	E04963	BOYENS III, ROBERT	04/06/2023	\$3,470.98
00021025	E00946	BROME, KAREN D	04/06/2023	\$2,196.29
00021026	E04803	BRANTNER, BRITTANEE N	04/06/2023	\$1,648.02
00021027	E05083	BRITTON, CODY W	04/06/2023	\$1,832.76
00021028	E03380	BROWN, JEFFREY A	04/06/2023	\$4,658.72
00021029	E03968	BRUNICK, CARISSA L	04/06/2023	\$1,558.66
00021030	E05074	BUJANONDA, CHANON	04/06/2023	\$2,817.22
00021031	E02031	BURILLO, RICHARD O	04/06/2023	\$5,145.26
00021032	E03972	BUSTILLOS, RYAN V	04/06/2023	\$3,148.49
00021033	E05077	CAGLE, RONALD L	04/06/2023	\$1,662.60
00021034	E03964	CAMARA, DANIEL A	04/06/2023	\$2,651.22
00021035	E04074	CAMPOS, JESENIA	04/06/2023	\$2,172.63
00021036	E03739	CAPPS, THOMAS A	04/06/2023	\$2,786.60
00021037	E05002	CARBALLO, MILTON A	04/06/2023	\$2,568.07

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00021038	E02372	CENTENO, JUAN C	04/06/2023	\$4,623.69
00021039	E03607	CHANG, DAVID Y H	04/06/2023	\$2,327.59
00021040	E04867	CHAPPELL, SHYLER R.D.	04/06/2023	\$2,398.67
00021041	E03481	CHAURAN HAIRGROVE, TAMMY L	04/06/2023	\$2,930.23
00021042	E04498	CHEATHAM, JEROME L	04/06/2023	\$2,909.40
00021043	E01541	CHO, HAN J	04/06/2023	\$6,606.39
00021044	E03423	CHOWDHURY, JACINTA F	04/06/2023	\$1,830.97
00021045	E04414	CHUNG, RANDY G	04/06/2023	\$335.05
00021046	E00003	CIBOSKY, COURTNEY P	04/06/2023	\$3,162.88
00021047	E04539	CLASBY JR, BRIAN M	04/06/2023	\$124.76
00021048	E04872	CORNETT, KRISTINA L	04/06/2023	\$1,795.51
00021049	E04832	CORTEZ JR, DARRYL B	04/06/2023	\$2,491.47
00021050	E04666	CORTEZ, JULIO C	04/06/2023	\$3,144.30
00021051	E01875	COUGHRAN, ADAM B	04/06/2023	\$322.33
00021052	E01796	COULTER, GARY L	04/06/2023	\$3,550.65
00021053	E04555	CRUZ, REYNA	04/06/2023	\$1,957.00
00021054	E01364	DALTON, BRIAN D	04/06/2023	\$4,264.80
00021055	E04874	DANG, JOHN	04/06/2023	\$1,023.06
00021056	E04503	DAVILA, ISAAC	04/06/2023	\$2,504.12
00021057	E04431	DE ALMEIDA LOPES, NICHOLAS A	04/06/2023	\$323.85
00021058	E04731	DE PADUA, TANNER C	04/06/2023	\$4,261.94
00021059	E03691	DELGADO JR, JUAN L	04/06/2023	\$4,170.78
00021060	E03395	DIX, JENNIFER A	04/06/2023	\$2,615.01
00021061	E05088	DOAN, THOMMY	04/06/2023	\$1,949.51
00021062	E02313	DOSCHER, RONALD A	04/06/2023	\$3,274.16
00021063	E04586	DOVEAS, CHRISTOPHER C	04/06/2023	\$465.47
00021064	E04281	DRISCOLL, RUSSELL B	04/06/2023	\$2,269.87
00021065	E04844	DUARTE, TAYLOR M	04/06/2023	\$2,419.17
00021066	E04720	DUDLEY, BROD D	04/06/2023	\$3,426.50
00021067	E03625	EARLE, CHRISTOPHER M	04/06/2023	\$3,457.27
00021068	E03740	EL FARRA, AMIR A	04/06/2023	\$4,902.76
00021069	E03927	ELHAMI, MICHAEL K	04/06/2023	\$4,976.82
00021070	E03933	ELIZONDO, BENJAMIN M	04/06/2023	\$3,353.65
00021071	E04016	ELIZONDO, FLOR DE LIS	04/06/2023	\$2,371.01
00021072	E01598	ELSOUSOU, HELENA	04/06/2023	\$3,059.29

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00021073	E02708	ENRIQUEZ, JOHN G	04/06/2023	\$1,067.66
00021074	E02734	ESCALANTE, OTTO J	04/06/2023	\$6,381.55
00021075	E04334	ESCOBEDO, JOSHUA N	04/06/2023	\$3,889.50
00021076	E02724	ESTLOW, STEPHEN C	04/06/2023	\$4,871.38
00021077	E04358	ESTRADA MONSANTO, MICHELLE N	04/06/2023	\$2,820.41
00021078	E04748	FAJARDO, JESUS	04/06/2023	\$0.00
00021079	E04303	FERREIRA JR, HECTOR	04/06/2023	\$2,819.24
00021080	E01663	FERRIN, KORY C	04/06/2023	\$4,139.55
00021081	E03976	FIGUEREDO, GEORGE R	04/06/2023	\$4,287.52
00021082	E04774	FLINN, PATRICIA C	04/06/2023	\$3,000.67
00021083	E02887	FOSTER, VICTORIA M	04/06/2023	\$1,536.44
00021084	E04033	FRANCISCO, KATHERINE M	04/06/2023	\$2,337.73
00021085	E02963	FRANKS, JAMES D	04/06/2023	\$3,490.61
00021086	E04747	FRESENIUS, ROBERT D	04/06/2023	\$2,505.51
00021087	E00903	FRUTOS, VERONICA	04/06/2023	\$1,981.76
00021088	E04729	GARCIA, JOSEPH A	04/06/2023	\$2,956.30
00021089	E03086	GARCIA, PETE	04/06/2023	\$4,181.75
00021090	E03659	GARNER, AMANDA B	04/06/2023	\$978.40
00021091	E02606	GEORGE, DAVID L	04/06/2023	\$2,814.32
00021092	E04351	GERDIN, MICHAEL E	04/06/2023	\$3,111.69
00021093	E04542	GIFFORD, ROBERT J	04/06/2023	\$4,622.48
00021094	E04658	GIRGENTI, BRIAN C	04/06/2023	\$3,411.92
00021095	E04401	GLEASON, SEAN M	04/06/2023	\$3,304.01
00021096	E04917	GOMEZ, JESUS	04/06/2023	\$2,199.44
00021097	E04863	GONZALEZ JR, GONZALO	04/06/2023	\$3,258.66
00021098	E05003	HA, DANNY	04/06/2023	\$3,051.46
00021099	E04732	HADDEN, TRAVIS J	04/06/2023	\$2,393.10
00021100	E04787	HALEY, KYLE N	04/06/2023	\$2,157.71
00021101	E03527	HALLER, TROY	04/06/2023	\$4,535.95
00021102	E03402	HEINE, STEVEN H	04/06/2023	\$4,886.45
00021103	E02469	HERRERA, JOSE D	04/06/2023	\$3,847.40
00021104	E04244	HINGCO, PINKY C	04/06/2023	\$2,532.36
00021105	E03713	HOLLOWAY, WILLIAM T	04/06/2023	\$4,308.77
00021106	E04739	HOWARD, JASON A	04/06/2023	\$5,146.97
00021107	E04654	HURLEY, KIRK P	04/06/2023	\$2,429.64

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00021108	E04089	HUTCHINS, DONALD J	04/06/2023	\$3,679.87
00021109	E03815	HUYNH, AI KELLY	04/06/2023	\$2,973.05
00021110	E03559	HUYNH, THI A	04/06/2023	\$3,052.36
00021111	E04915	ITURRALDE, JENNIFER L	04/06/2023	\$1,362.85
00021112	E04583	JENSEN, MICHAEL J	04/06/2023	\$4,292.22
00021113	E02935	JENSEN, NICKOLAS K	04/06/2023	\$3,899.73
00021114	E04587	JIMENEZ JR, EFRAIN A	04/06/2023	\$3,090.52
00021115	E04781	JIMENEZ TAVAREZ, SERGIO J	04/06/2023	\$2,233.55
00021116	E04655	JOHNSON, CODY M	04/06/2023	\$2,537.98
00021117	E03368	JOHNSON, JASON L	04/06/2023	\$3,129.65
00021118	E03831	JORDAN, GERALD F	04/06/2023	\$4,376.01
00021119	E04460	KAISER, GEORGE R	04/06/2023	\$1,124.87
00021120	E04559	KELLEY, KRISTOFER D	04/06/2023	\$3,741.24
00021121	E04353	KEUILIAN, SHELBY	04/06/2023	\$2,276.51
00021122	E04663	KIM, CHAD B	04/06/2023	\$2,547.70
00021123	E04538	KIMBERLY, ALLYSON L	04/06/2023	\$1,784.43
00021124	E03932	KIVLER, ROBERT J	04/06/2023	\$2,640.79
00021125	E03389	KOLANO, JOSEPH L	04/06/2023	\$3,344.49
00021126	E03294	KOVACS, LEA K	04/06/2023	\$4,034.73
00021127	E05000	KOVACS, TIMOTHY M	04/06/2023	\$2,408.97
00021128	E04669	KOVACS, TIMOTHY P	04/06/2023	\$4,782.34
00021129	E03484	KUNKEL, PETER M	04/06/2023	\$3,861.96
00021130	E04804	LADD, LAUREN M	04/06/2023	\$3,893.03
00021131	E04857	LANG, MICHAEL J	04/06/2023	\$3,595.35
00021132	E03511	LAZENBY, NICHOLAS A	04/06/2023	\$3,305.79
00021133	E04877	LE, BAO TINH THI	04/06/2023	\$2,012.72
00021134	E04021	LEE, RAPHAEL M	04/06/2023	\$4,304.31
00021135	E04970	LEIVA, EDUARDO C	04/06/2023	\$5,459.50
00021136	E03488	LEYVA, ERICK	04/06/2023	\$4,281.13
00021137	E04541	LINK, DEREK M	04/06/2023	\$4,035.04
00021138	E00030	LOERA JR, RAFAEL	04/06/2023	\$4,175.39
00021139	E05033	LOFFLER, CHARLES H	04/06/2023	\$5,304.77
00021140	E02645	LOPEZ, DAVID	04/06/2023	\$3,668.10
00021141	E05066	LORD, MARK A	04/06/2023	\$4,343.89
00021142	E04581	LOWEN, BRADLEY A	04/06/2023	\$3,186.79

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00021143	E04761	LUCATERO, JESSE A	04/06/2023	\$2,671.49
00021144	E00027	LUKAS, STEVEN W	04/06/2023	\$2,316.08
00021145	E04048	LUX, ROBERT D	04/06/2023	\$2,302.54
00021146	E03663	LUX, RYAN M	04/06/2023	\$4,139.81
00021147	E04772	LY, LINDALINH THU	04/06/2023	\$1,672.54
00021148	E04661	MACHUCA, ROBERTO	04/06/2023	\$3,735.66
00021149	E03752	MACY, TAYLOR A	04/06/2023	\$3,285.42
00021150	E04532	MANIACI, GIANLUCA F	04/06/2023	\$3,700.17
00021151	E04435	MARCHAND, MATTHEW P	04/06/2023	\$7,000.67
00021152	E01359	MARTINEZ JR, MARIO	04/06/2023	\$4,852.65
00021153	E04974	MARTINEZ, JUANITA PATRICIA	04/06/2023	\$2,380.80
00021154	E02792	MATA, RAQUEL D	04/06/2023	\$1,094.30
00021155	E04656	MAZON, JORGE L	04/06/2023	\$2,791.59
00021156	E02796	MCFARLANE, MARIA C	04/06/2023	\$2,340.13
00021157	E06761	MEEKS, REBECCA S	04/06/2023	\$3,156.68
00021158	E03826	MEERS, BRYAN J	04/06/2023	\$5,061.81
00021159	E02655	MENDOZA CAMPOS, MELISSA	04/06/2023	\$220.04
00021160	E04402	MERRILL, KENNETH E	04/06/2023	\$588.83
00021161	E03965	MIHALIK, DANNY J	04/06/2023	\$3,611.85
00021162	E04865	MORIN, LINDA M	04/06/2023	\$3,785.13
00021163	E04352	MORSE, JEREMY N	04/06/2023	\$3,195.82
00021164	E01940	MORTON, NATHAN D	04/06/2023	\$5,280.48
00021165	E04454	MOSER, MICHAEL A	04/06/2023	\$1,891.40
00021166	E03929	MURILLO JR, RAUL	04/06/2023	\$5,453.39
00021167	E04626	MURO, JASON M	04/06/2023	\$4,529.37
00021168	E04577	MUSCHETTO, PATRICK J	04/06/2023	\$2,226.36
00021169	E03422	NADOLSKI, THOMAS R	04/06/2023	\$2,568.75
00021170	E05084	NAKANO HITZKE, SARAH V	04/06/2023	\$1,522.17
00021171	E04111	NEELY, JACOB J	04/06/2023	\$2,080.96
00021172	E02813	NGUYEN, TRINA T	04/06/2023	\$1,919.02
00021173	E04540	NIKOLIC, ADAM C	04/06/2023	\$5,085.93
00021174	E05054	NUNEZ, BREANNE S	04/06/2023	\$2,713.11
00021175	E03350	OLIVO, JOSHUA T	04/06/2023	\$4,288.79
00021176	E04035	ORTIZ, STEVEN TRUJILLO	04/06/2023	\$2,986.65
00021177	E03427	PANELLA, JOSEPH N	04/06/2023	\$2,363.17

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00021178	E04910	PAQUA, BRANDON J	04/06/2023	\$2,592.99
00021179	E01948	PARK, BRANDY J	04/06/2023	\$2,874.75
00021180	E02995	PAYAN, CRISTINA V	04/06/2023	\$3,032.14
00021181	E00824	PAYAN, LUIS A	04/06/2023	\$4,932.03
00021182	E04843	PEREZ, EMMANUEL	04/06/2023	\$2,675.42
00021183	E00145	PERKINS, JASON S	04/06/2023	\$4,979.36
00021184	E04429	PHAM, PHILLIP H	04/06/2023	\$3,329.97
00021185	E06938	PLUARD, DOUGLAS A	04/06/2023	\$5,653.99
00021186	E03299	POLOPEK, COREY T	04/06/2023	\$3,815.66
00021187	E05050	QUANG, DENNIS	04/06/2023	\$2,948.07
00021188	E04788	QUIROZ, LUIS A	04/06/2023	\$1,904.70
00021189	E03967	RAMIREZ OROZCO, SINDY	04/06/2023	\$3,162.97
00021190	E04955	RAMIREZ, KAYLYN C	04/06/2023	\$1,751.56
00021191	E03390	RAMIREZ, LUIS F	04/06/2023	\$3,987.08
00021192	E05021	RAMIREZ, TERRA M	04/06/2023	\$3,073.29
00021193	E05049	RAMOS, DAVID N	04/06/2023	\$2,682.77
00021194	E04914	RAMOS, RODOLFO B	04/06/2023	\$451.61
00021195	E03217	RANEY, JOHN E	04/06/2023	\$4,754.17
00021196	E04941	RASMUSSEN, TRENTON L	04/06/2023	\$2,023.12
00021197	E04659	REED, THOMAS S	04/06/2023	\$3,065.20
00021198	E03486	REYES, RON A	04/06/2023	\$4,583.43
00021199	E04911	RICHARDS, BRYANT D	04/06/2023	\$2,385.88
00021200	E04437	RICHMOND, RYAN R	04/06/2023	\$3,043.70
00021201	E04860	ROCHA, RUDY A	04/06/2023	\$524.44
00021202	E04738	RODRIGUEZ, DANIEL	04/06/2023	\$3,095.14
00021203	E04082	RODRIGUEZ, JENNIFER M	04/06/2023	\$2,333.81
00021204	E05001	RODRIGUEZ, RYAN ELIJAH	04/06/2023	\$3,043.44
00021205	E04438	ROGERS, CHRISTIN E	04/06/2023	\$3,797.16
00021206	E04385	ROJAS, ASHLEY C	04/06/2023	\$2,287.69
00021207	E04507	ROMBOUGH, JENNIFER V	04/06/2023	\$2,358.12
00021208	E04552	RUZIECKI, ERIC T	04/06/2023	\$3,761.15
00021209	E02845	SALAZAR, SEAN M	04/06/2023	\$3,341.02
00021210	E04845	SALGADO JR., ALFREDO	04/06/2023	\$2,483.72
00021211	E03297	SAMOFF, TANYA L	04/06/2023	\$2,759.41
00021212	E02646	SANTANA, LINO G	04/06/2023	\$7,074.65

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00021213	E05086	SEELY, BRITTANY L	04/06/2023	\$291.36
00021214	E03035	SEYMOUR, SUSAN A I	04/06/2023	\$2,627.32
00021215	E04282	SHELGREN, CHRISTOPHER M	04/06/2023	\$3,663.44
00021216	E04616	SHIPLEY, AARON T	04/06/2023	\$2,604.15
00021217	E02937	SHORROW, NICOLE D	04/06/2023	\$3,008.62
00021218	E04864	SILVA, LEVI JOENIEL	04/06/2023	\$2,469.86
00021219	E04576	SIMONS, SHAYLEN L	04/06/2023	\$2,720.32
00021220	E04934	SLETTVET, HEATHER P	04/06/2023	\$3,262.88
00021221	E02587	SOSEBEE, DANNY J	04/06/2023	\$3,945.11
00021222	E03563	SPELLMAN, MARSHA D	04/06/2023	\$2,762.72
00021223	E04500	STAAL, GAREY D	04/06/2023	\$3,650.89
00021224	E03218	STARNES, CHARLES W	04/06/2023	\$3,893.54
00021225	E03761	STEPHENSON III, ROBERT M	04/06/2023	\$4,805.74
00021226	E04584	STROUD, BRIAN T	04/06/2023	\$4,387.01
00021227	E02979	TESSIER, PAUL M	04/06/2023	\$3,860.15
00021228	E04449	TRAN, SPENCER T	04/06/2023	\$2,695.52
00021229	E02982	VAICARO, VINCENTE J	04/06/2023	\$5,196.11
00021230	E03053	VALENCIA, EDGAR	04/06/2023	\$3,785.93
00021231	E04667	VAUGHN, CALEB I	04/06/2023	\$608.59
00021232	E04977	VAZQUEZ, BRIAN M	04/06/2023	\$524.44
00021233	E04434	VELLANOWETH, KIMBRA S	04/06/2023	\$2,282.41
00021234	E04903	VIGIL, DANIEL C	04/06/2023	\$2,490.26
00021235	E03022	VU, TUONG-VAN NGUYEN	04/06/2023	\$2,367.13
00021236	E04730	VU, TYLER D	04/06/2023	\$1,749.47
00021237	E01905	WAINWRIGHT, JONATHAN B	04/06/2023	\$4,014.61
00021238	E03220	WARDLE, DENNIS	04/06/2023	\$4,435.38
00021239	E03213	WARDLE, SANTA	04/06/2023	\$2,497.18
00021240	E04758	WEYKER, CHRYSTAL L	04/06/2023	\$2,233.68
00021241	E03930	WHITNEY, CHERYL L	04/06/2023	\$1,915.45
00021242	E03305	WIMMER, ROYCE C	04/06/2023	\$5,147.49
00021243	E04762	WREN, DANIELLE E	04/06/2023	\$2,915.33
00021244	E04763	WRIGHT, SARAH A	04/06/2023	\$2,705.95
00021245	E04856	XU, DUO	04/06/2023	\$1,546.46
00021246	E03543	YELENSKY, SHANNON M	04/06/2023	\$1,872.01
00021247	E04156	YERGLER, JOHN J	04/06/2023	\$5,043.77

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00021248	E04722	YNIGUEZ, COLE A	04/06/2023	\$2,588.52
00021249	E01978	ZMIJA, ADAM D	04/06/2023	\$3,699.99
00021250	E04517	AGUIRRE, ALFRED J	04/06/2023	\$3,699.46
00021251	E01626	AGUIRRE, ANSELMO	04/06/2023	\$2,140.99
00021252	E04451	AGUIRRE, ANTHONY U	04/06/2023	\$416.19
00021253	E05087	ALVAREZ, CARLOS J	04/06/2023	\$1,729.11
00021254	E04631	ANDREI, IOAN	04/06/2023	\$1,298.17
00021255	E04678	BABINSKI IV, SYLVESTER A	04/06/2023	\$2,179.68
00021256	E04336	BECERRA, RODOLPHO M	04/06/2023	\$2,187.84
00021257	E04972	BECERRA-SAMANIEGO JR, GABRIEL	04/06/2023	\$2,008.59
00021258	E01255	BOS, MICHAEL C	04/06/2023	\$2,256.75
00021259	E04650	BUCHLER, RAYMOND A	04/06/2023	\$1,735.54
00021260	E01584	CANDELARIA, DANIEL J	04/06/2023	\$4,557.76
00021261	E04300	CANO, EDGAR A	04/06/2023	\$2,606.10
00021262	E03828	CANTRELL, JEFFREY G	04/06/2023	\$2,238.69
00021263	E05063	CARRILLO, GEORGE	04/06/2023	\$2,478.44
00021264	E03811	CARRISOZA, ALBERT J	04/06/2023	\$2,190.44
00021265	E00916	CARTER, PHILLIP J	04/06/2023	\$3,457.11
00021266	E04869	CHAVEZ, DAMIAN JESUS	04/06/2023	\$758.43
00021267	E04551	CONTRERAS, GABRIELA R	04/06/2023	\$2,530.87
00021268	E03518	COTTON, JULIE T	04/06/2023	\$1,821.59
00021269	E03807	DE LA ROSA, VINCENT L	04/06/2023	\$3,245.26
00021270	E03736	DIBAJ, KAMYAR	04/06/2023	\$3,501.78
00021271	E02515	DUVALL, RICK L	04/06/2023	\$3,388.74
00021272	E04514	ESPINOZA, ERIC M	04/06/2023	\$2,090.31
00021273	E03733	ESPINOZA, JULIA	04/06/2023	\$1,326.70
00021274	E05957	FERNANDEZ, ARYANA C	04/06/2023	\$645.83
00021275	E03405	FERNANDEZ, CECILIA A	04/06/2023	\$1,301.54
00021276	E04997	FLORES, ANTHONY	04/06/2023	\$752.90
00021277	E04990	FLORES, MITCHELL C	04/06/2023	\$981.24
00021278	E05064	FOX, LUCAS	04/06/2023	\$703.51
00021279	E05037	GAINES, JEFFREY S	04/06/2023	\$787.64
00021280	E05010	GALVAN, EDGAR	04/06/2023	\$0.00
00021281	E04754	GARCIA, ALICIA R	04/06/2023	\$1,610.04
00021282	E04677	GIROUARD, CASEY G	04/06/2023	\$1,609.30

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00021283	E04629	GOMEZ, DIANA	04/06/2023	\$1,079.97
00021284	E03341	GONZALEZ, JORGE	04/06/2023	\$1,278.02
00021285	E03400	GREENE, MICHAEL R	04/06/2023	\$2,369.29
00021286	E03685	GUZMAN, JESSE	04/06/2023	\$2,358.70
00021287	E04299	HANSEN, AARON R	04/06/2023	\$2,046.85
00021288	E03523	HARO, GLORIA A	04/06/2023	\$1,267.53
00021289	E03759	HERNANDEZ, HERMILO	04/06/2023	\$0.00
00021290	E04622	HOFER, ALICIA M	04/06/2023	\$2,172.94
00021291	E02874	HOLMON III, ALBERT J	04/06/2023	\$4,021.90
00021292	E04347	HSIEH, NICOLAS C	04/06/2023	\$3,601.46
00021293	E03588	HUYNH, HUY HOA	04/06/2023	\$2,399.32
00021294	E04831	ILFELD, MATTHEW D	04/06/2023	\$1,985.53
00021295	E01907	JACOT, ROSEMARIE	04/06/2023	\$2,317.95
00021296	E04296	JOHNSON, ERIC W	04/06/2023	\$1,835.77
00021297	E04979	JURADO, MICHAEL	04/06/2023	\$1,335.05
00021298	E04470	KAYLOR, BRENT	04/06/2023	\$2,559.20
00021299	E04728	KHALIL, MARK M	04/06/2023	\$2,172.90
00021300	E04382	KWIATKOWSKI, BRYAN D	04/06/2023	\$2,000.89
00021301	E02852	LADNEY, MARK W	04/06/2023	\$2,906.75
00021302	E04769	LAMAS, LEONEL A	04/06/2023	\$1,058.38
00021303	E03813	LEWIS, SHAN L	04/06/2023	\$2,927.79
00021304	E03301	LEYVA, RAUL	04/06/2023	\$4,132.84
00021305	E05065	LOMELI, JONATHAN	04/06/2023	\$313.75
00021306	E05006	MARQUEZ, STEVEN ADAM	04/06/2023	\$1,364.29
00021307	E05364	MARU, NAVIN B	04/06/2023	\$3,558.00
00021308	E04665	MEJIA, DIEGO A	04/06/2023	\$2,136.11
00021309	E03493	MENDEZ, RIGOBERTO	04/06/2023	\$3,307.80
00021310	E04998	MENDOZA, LAURA	04/06/2023	\$1,014.27
00021311	E04724	MOORE, DOUGLAS A	04/06/2023	\$2,734.89
00021312	E04827	MORELAND, ANDREW J	04/06/2023	\$1,670.59
00021313	E04222	MOSS, DANIEL C	04/06/2023	\$558.81
00021314	E01243	MURRAY JR, WILLIAM E	04/06/2023	\$7,618.36
00021315	E04634	NAVARRO, JUAN C	04/06/2023	\$2,910.18
00021316	E04969	ORNELLAS, MICHAEL	04/06/2023	\$2,766.26
00021317	E03378	ORTIZ, STEVEN T	04/06/2023	\$2,551.64

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00021318	E04999	ORTUNO, ANIBAL	04/06/2023	\$2,040.04
00021319	E03754	PINKSTON, RICHARD L	04/06/2023	\$2,653.86
00021320	E04567	POWELL, AUSTIN H	04/06/2023	\$2,720.78
00021321	E03799	QUIROZ, ROLANDO	04/06/2023	\$2,925.53
00021322	E05031	RAMIREZ, AACIN	04/06/2023	\$2,059.82
00021323	E04572	REED, MELVIN P	04/06/2023	\$1,947.49
00021324	E02058	REYES, DELFRADO C	04/06/2023	\$1,320.07
00021325	E04295	ROBLES, RAFAEL	04/06/2023	\$2,067.00
00021326	E04563	RODRIGUEZ, ADRIANNA M	04/06/2023	\$1,245.58
00021327	E05004	RUELAS, SERGIO	04/06/2023	\$788.82
00021328	E04289	SALDIVAR, RICARDO	04/06/2023	\$1,574.62
00021329	E04505	SANTOS, MICHAEL F	04/06/2023	\$3,427.03
00021330	E04836	SOTO, WILLIAM A	04/06/2023	\$1,907.68
00021331	E05089	STAIR, DEAN T	04/06/2023	\$586.70
00021332	E03091	SUDDUTH, STEPHEN D	04/06/2023	\$2,940.54
00021333	E01625	TAPIA, LUIS A	04/06/2023	\$5,666.42
00021334	E04756	TARIN, ALEXIS P	04/06/2023	\$2,654.08
00021335	E03239	TAUANU U, STEVE J	04/06/2023	\$2,116.28
00021336	E04773	THURMAN JR, EDWIN O	04/06/2023	\$1,079.03
00021337	E08679	THURMAN, RODERICK	04/06/2023	\$1,946.43
00021338	E04825	TRUJILLO, JOSEPH E	04/06/2023	\$1,602.83
00021339	E02482	UPHUS, MARK P	04/06/2023	\$4,906.47
00021340	E03681	VASQUEZ, JOSE A	04/06/2023	\$3,449.40
00021341	E02942	VERA, EVARISTO	04/06/2023	\$1,979.56
00021342	E03727	VERGARA NEAL, ANA G	04/06/2023	\$2,978.88
00021343	E05093	VIRAMONTES, ALEXANDRA	04/06/2023	\$2,846.91
00021344	E03670	VITALI, SUSAN	04/06/2023	\$760.62
00021345	E01580	VU, DAI C	04/06/2023	\$4,542.37
00021346	E04362	VU, KHANG L	04/06/2023	\$3,786.04
00021347	E03414	WILLIAMS, HILLARD J	04/06/2023	\$509.42
00021348	E04006	WILLIAMS, RICHARD L	04/06/2023	\$2,734.45
00021349	E05023	YNIGUEZ, KARISSA N	04/06/2023	\$2,364.94
00021350	E03436	ZIEGLER, RICK S	04/06/2023	\$355.76
00021351	E03917	ALLEN, CHRISTOPHER L	04/06/2023	\$72.59
00021352	E04163	AMBRIZ GARCIA, EDWARD D	04/06/2023	\$1,469.90

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Check	Vendor #	Vendor Name	Issue Date	Check Amount
00021353	E04784	BANUELOS, ALEJANDRO	04/06/2023	\$2,818.87
00021354	E04063	BERGER, JAN	04/06/2023	\$2,537.09
00021355	E00651	BERMUDEZ, ROBERT P	04/06/2023	\$3,527.79
00021356	E03495	BLAS, VICTOR T	04/06/2023	\$2,467.72
00021357	E00070	CANNON, TIM P	04/06/2023	\$6,297.54
00021358	E04365	DAN, CARINA M	04/06/2023	\$2,516.27
00021359	E04440	DAVIS, RYAN H	04/06/2023	\$2,017.66
00021360	E03145	DE LA ROSA, FRANK X	04/06/2023	\$2,159.57
00021361	E03051	DIEMERT, RONALD W	04/06/2023	\$2,602.76
00021362	E02718	ESCOBAR, CHRIS N	04/06/2023	\$2,863.05
00021363	E03688	GLENN, JEREMY J	04/06/2023	\$1,892.56
00021364	E01618	GOMEZ, JOSE	04/06/2023	\$2,180.44
00021365	E02701	GONZALEZ, ALEJANDRO	04/06/2023	\$3,647.28
00021366	E03763	GRIFFIN, LARRY	04/06/2023	\$3,359.26
00021367	E04828	GUERRERO, MICHAEL V	04/06/2023	\$4,121.74
00021368	E04018	HAENDIGES, ROBERT A	04/06/2023	\$2,884.35
00021369	E03575	HART, RYAN S	04/06/2023	\$2,064.59
00021370	E03701	HAYES, WALTER B	04/06/2023	\$3,805.05
00021371	E03399	HOWENSTEIN, FRANK D	04/06/2023	\$2,618.53
00021372	E03406	HUY, EDWARD A	04/06/2023	\$2,344.52
00021373	E04782	JIN, LIYAN	04/06/2023	\$2,626.84
00021374	E03534	KIM, SAMUEL K	04/06/2023	\$4,037.42
00021375	E03254	KIRZHNER, ALLEN G	04/06/2023	\$2,663.85
00021376	E05095	LALLY, JASON T	04/06/2023	\$2,531.01
00021377	E03988	LI, REBECCA PIK KWAN	04/06/2023	\$4,113.06
00021378	E02063	MA AE, DAVID	04/06/2023	\$2,203.50
00021379	E03249	MANSON, RAQUEL K	04/06/2023	\$2,844.13
00021380	E04837	MARTINEZ, ALFREDO	04/06/2023	\$1,987.11
00021381	E02124	MEISLAHN, TYLER	04/06/2023	\$1,815.99
00021382	E04403	MONTGOMERY, JESSE K	04/06/2023	\$2,710.33
00021383	E04707	MORRIS, JUSTIN M	04/06/2023	\$2,199.91
00021384	E03590	MOYA JR, STEVEN J	04/06/2023	\$2,466.20
00021385	E03519	MURAD, BASIL G	04/06/2023	\$3,053.98
00021386	E03144	NATLAND, KIRK L	04/06/2023	\$2,211.81
00021387	E04291	NGUYEN, DUC TRUNG	04/06/2023	\$2,657.92

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00021388	E04904	NGUYEN, LISA	04/06/2023	\$324.92
00021389	E03221	NICOLAE, CORNELIU	04/06/2023	\$3,127.47
00021390	E04210	NUNES, BRANDON S	04/06/2023	\$1,980.42
00021391	E03923	ORNELAS, ANDREW I	04/06/2023	\$2,645.34
00021392	E03582	ORTEGA, DAVID A	04/06/2023	\$4,278.08
00021393	E03578	PASILLAS, CELESTINO J	04/06/2023	\$3,139.53
00021394	E03170	PEARSON, WILLIAM F	04/06/2023	\$3,469.76
00021395	E04805	POLIDORI, JESSICA J	04/06/2023	\$3,613.40
00021396	E02500	PORRAS, STEPHEN	04/06/2023	\$3,841.28
00021397	E07590	RUITENSCHILD, LES A	04/06/2023	\$4,227.38
00021398	E03926	RUIZ, JONATHAN	04/06/2023	\$3,162.06
00021399	E07690	SANTOS, ALEXIS	04/06/2023	\$2,164.11
00021400	E07692	SARMIENTO, ADRIAN M	04/06/2023	\$2,906.25
00021401	E04956	SON, TOMMY T	04/06/2023	\$1,983.84
00021402	E04301	TALAMANTES JR, ALBERT	04/06/2023	\$2,546.01
00021403	E04121	TRAN, MINH K	04/06/2023	\$2,578.17
00021404	E08881	VALENZUELA, ALEJANDRO N	04/06/2023	\$4,400.33
00021405	E01882	VIRAMONTES, JESSE	04/06/2023	\$1,930.09
00021406	E04195	WOLLAND, RONALD J	04/06/2023	\$1,793.76
00021407	E09940	YERGENSEN, VICTOR K	04/06/2023	\$2,263.05
00021408	E09954	ZAVALA, JOHN	04/06/2023	\$2,722.36
			EFT - Total	\$1,608,239.11
			Overall - Total	\$1,626,434.77

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Lisa L. Kim From: Craig Beck

Dept.: City Manager Dept.: Community and Economic Development Department

Subject: Approval of the Fiscal Year 2023-24 Action Plan for the use of Housing and Urban Development funds. (*Action Item*) Date: 4/25/2023

OBJECTIVE

To conduct a public hearing regarding the City of Garden Grove's FY 2023-24 Action Plan for the use of U.S. Department of Housing and Urban Development (HUD) funds (Attachment No. 1), and to authorize the submittal of the Action Plan to HUD.

BACKGROUND

The U.S. Department of Housing and Urban Development (HUD) requires a public hearing be conducted prior to the approval of the FY 2023-24 Annual Action Plan to receive and utilize HUD grants. The City must submit an Annual Action Plan to HUD forty-five (45) days prior to the start of the fiscal year, or by May 15, 2023. Each year's Action Plan must address the Priority Objectives adopted by the City Council on June 23, 2020 for the 5-Year Consolidated Plan for the use of HUD Funds. The Draft FY 2023-24 Action Plan is available on the City's webpage for public review until April 25, 2023 (ggcity.org/neighborhood-improvement/reports).

DISCUSSION

Approximately \$3.7 million in HUD funds will be available during FY 2023-24. This budget includes approximately \$1.2 million of carryover, or previously unallocated HUD funds from prior years' entitlement allocations, and a new entitlement allocation of \$2.5 million in HUD funds, as depicted below:

HUD Funds	FY 2023-24 Allocation	Prior Year Carryover	Total Funding
CDBG	\$1,582,741	\$1,220,679	\$2,803,420
HOME	\$737,254	\$0	\$737,254
ESG	\$169,786	\$0	\$169,786
Total	\$2,489,781	\$1,220,679	\$3,710,460

Program and funding recommendations for FY 2023-24 are based upon the Priority Objectives and input received during the public comment period on community and housing development needs conducted during the preparation of the 2020-2025 Consolidated Plan. During FY 2023-24, HUD funds will address a wide range of Garden Grove housing and community development needs as follows:

Public Services: Funding in the CDBG public service category is strictly limited by HUD regulatory formula to 15% of the total allocation, or \$277,603 for FY 2023-24.

- *Special Resource Team* – Fund at \$110,000 to assist 975 homeless individuals with essential services and referrals to emergency shelter.
- *Senior Center Services* – Fund at \$147,603 to assist 300 seniors.
- *Meals on Wheels Program* – Fund at \$20,000 to assist 155 individuals.

Public Facilities and Infrastructure: Approximately \$800,000 in CDBG funds is recommended for the Marchand Avenue Street Rehabilitation Project and is projected to assist approximately 1,215 individuals. Additionally, roughly \$800,000 in unexpended prior year resources will be carried over to complete the Josephine/Acacia Street Rehabilitation project.

Owner Occupied Housing Rehabilitation: Approximately \$135,000 in CDBG funds will be allocated to Habitat for Humanity of Orange County to complete 20 owner-occupied rehabilitation projects for single-family homeowners in Garden Grove.

Economic Development: Approximately \$318,679 in unexpended prior year CDBG funds is recommended for the Jobs 1st Program and is projected to create/retain about 15 jobs. Another \$102,000 in unexpended prior year resources will be allocated to implement a new pilot program centered on providing childcare agencies with technical assistance and business support. The pilot program is anticipated to assist 17 childcare agencies in Garden Grove build their capacity and expand.

Affordable Housing: The City recommends allocating \$250,000 in HOME funds to continue tenant-based rental assistance for the Homeless Emergency Assistance and Rental Transition (HEART) Program administered by Interval House.

Emergency Solutions Grant: In 2020, the Orange County ESG Collaborative (comprised of staff from the cities of Garden Grove, Santa Ana, Irvine and Anaheim) issued a multi-year Request for Proposals for ESG funding. Below are the proposed funding levels and projections for each eligible activity:

- *Street Outreach* - Fund Moving Forward Psychological Institute at \$50,000 to assist 75 homeless individuals with essential services.
- *Emergency Shelter* – Fund Interval House and Illumination Foundation a combined \$51,870 to assist 45 homeless individuals with shelter and essential services.
- *Rapid Rehousing* - Fund Illumination Foundation \$30,089 to assist 6 homeless households with rental assistance and essential services.
- *Homeless Prevention* - Fund Mercy House \$20,000 to assist 5 households who

are at-risk of homelessness with rental assistance and essential services.

- *Homeless Management Information System* - Fund 211 Orange County \$5,094 to manage the County's Coordinated Entry System and Homeless Management Information System.

Administration: Approximately \$456,596 in CDBG, HOME, and ESG funds is recommended for staff and material costs for program management, project development and monitoring, public communication, HUD reporting, and financial administration.

CITIZEN PARTICIPATION

– All HUD citizen participation requirements have been met. Public notices regarding the draft Action Plan, including an invitation to share comments at this public hearing, were published on March 24, 2023 in local English, Spanish, and Vietnamese language newspapers.

FINANCIAL IMPACT

The proposed FY 2023-24 Action Plan will allow the City to access \$2.5 million in new entitlement grants from HUD and an estimated \$1.2 million in unexpended previous year's funds. The allocation of HUD funds effectively leverages competitive grants and the City's General Funds. Funds will be included as part of the upcoming biennial budget for FY 2023-24.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a public hearing and accept comments;
- Direct staff to submit the FY 2023-24 Action Plan to HUD for approval; and
- Authorize the City Manager to execute agreements related to HUD funding, and make modifications as appropriate thereto, on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
FY 2023-24 Action Plan	4/17/2023	Exhibit	FY_23-24_AAP_- _DRAFT_(City_Council_Draft).pdf



CITY OF GARDEN GROVE 2023 - 24 ANNUAL ACTION PLAN

Performance Period: July 1, 2023 - June 30, 2024

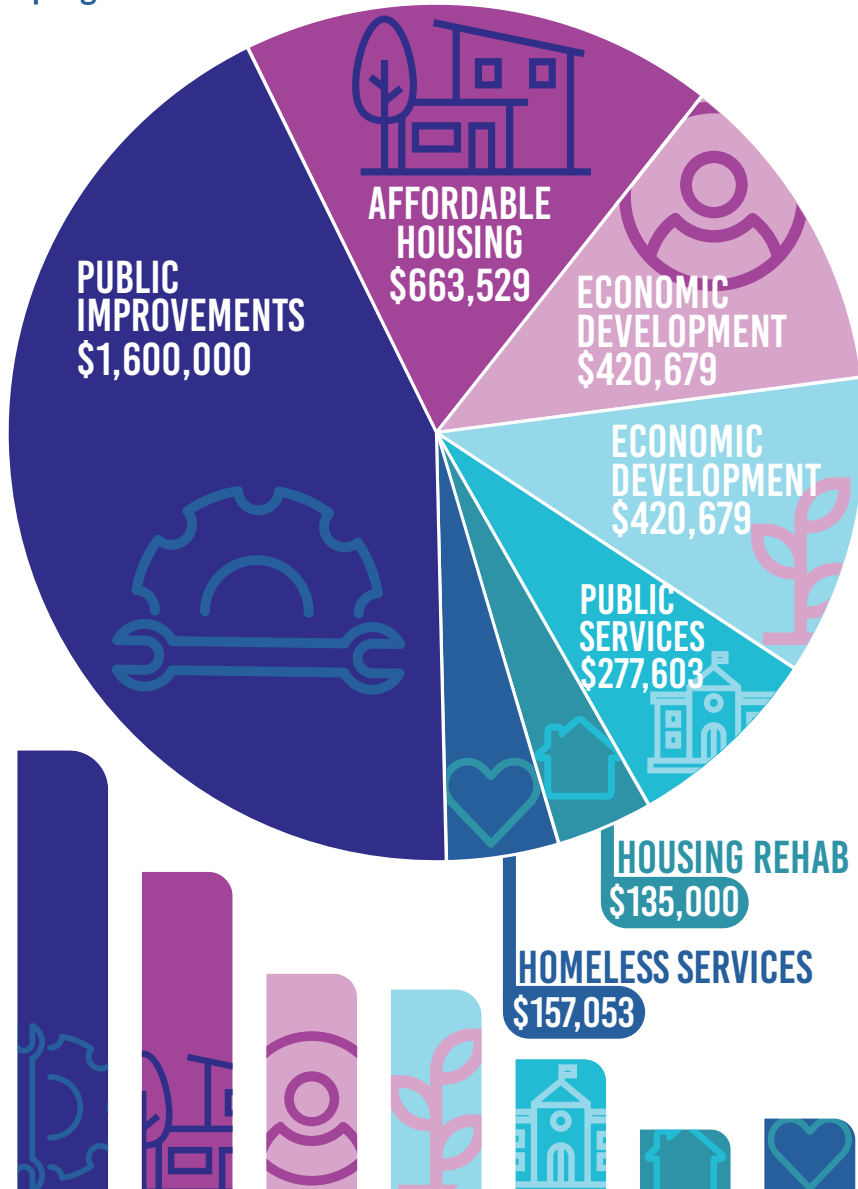


2023-24 ANNUAL ACTION PLAN

GARDEN GROVE Performance Period: July 1, 2023 – June 30, 2024

2023 PROJECTED FUNDING

During FY 2023-24, the City of Garden Grove is projecting to utilize a total of \$3,710,460 IN HUD grant funds to benefit low/moderate income residents through a variety of programs and services.



HUD ENTITLEMENT FUNDS

The City of Garden Grove is an administrative authority for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), and Emergency Solutions Grant (ESG) allocations.

\$1,850,690 IN CDBG funding will be programmed to benefit low/moderate income residents, through housing rehabilitation, senior services, fair housing activities, infrastructure improvements, and gang suppression activities.

\$737,254 IN HOME funding will be used to develop affordable housing and provide rental assistance to low-income households.

\$169,786 IN ESG funding will be used to provide homeless services through street outreach, emergency shelter, homeless prevention, and rapid rehousing.

CARES ACT funding will continue to be programmed to provide supportive services to those affected by the Coronavirus (COVID-19).



City of Garden Grove 2022 Annual Action Plan
July 1, 2023 – June 30, 2024
Submitted to HUD on May 15, 2022

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan/Annual Action Plan

The City of Garden Grove 2020-2025 Consolidated Plan is a planning document that identifies and develops a strategy to address critical housing and community development needs that can be addressed through federal funding sources including Community Development Block Grants, HOME Investment Partnership Act funds, and Emergency Solutions Grants.

To implement the Consolidated Plan and address the adopted priorities, the City annually prepares an Action Plan to more specifically identify financial resources, priority programs and goals, as well as objectives for the fiscal year.

The Consolidated Plan and Action Plan were prepared using the eCon Planning Suite system developed by the U.S. Department of Housing and Urban Development (HUD). The system prescribes the structure and contents of this document, following HUD's Consolidated Planning regulations

This Action Plan covers the period beginning July 1, 2023 through June 30, 2024 and focuses on the use of the three federal funding resources (CDBG, HOME, and ESG) as described below.

Community Development Block Grants (CDBG): The primary objective of this program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of lower income. CDBG funds are relatively flexible and can be used for a wide range of activities, including housing rehabilitation, homeownership assistance, lead-based paint detection and removal, acquisition of land and buildings, construction or rehabilitation of public facilities (including infrastructure), removal of architectural barriers to housing needs, public services, rehabilitation of commercial or industrial buildings, and loans or grants to businesses. The City of Garden Grove's estimated annual entitlement of CDBG funds is **\$1,850,690**.

HOME Investment Partnership Act (HOME): The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households. The program gives local governments the flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations. HOME funds can be used for activities that promote affordable rental housing and homeownership by low- and moderate-income households, including building acquisition, new construction and reconstruction, moderate or substantial rehabilitation, homebuyer assistance, and tenant-based rental assistance. The City of Garden Grove's estimated annual entitlement of HOME funds is **\$737,254**.

Emergency Solutions Grant (ESG): The ESG program provides homeless persons with basic shelter and essential supportive services, including rehabilitating or remodeling a building producing new shelter beds, operations and maintenance of a homeless facility, essential supportive services, and homeless prevention. The City of Garden Grove's annual allocation of ESG funds is **\$169,786**.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This Consolidated Plan has established the following objectives over the life of the Plan (Program Years 2020-2025):

- Expand the City's affordable housing inventory by **5** units through new construction of affordable units for lower income households and **10** units through acquisition/rehabilitation of affordable units for lower income households;
- Provide rehabilitation assistance to **200** single-family homes;
- Provide rental assistance to **134** very low- and extremely low-income households through the TBRA program;
- Assist **1,580** persons/households with homelessness-related issues;
- Assist **3,500** persons through the provision of community services;
- Create or retain approximately **20** jobs; and
- Improve low-income neighborhoods through infrastructure and public improvement projects.

3. Evaluation of past performance

The City of Garden Grove continually strives to improve its performance, as well as the performance of its funded agencies.

During FY 2022-23, the City estimates expending a total of **\$4,962,000** in HUD grant funds to meet the goals and objectives outlined in the 2020-2025 Consolidated Plan. The approximate expended amounts by grant are as follows:

- **\$2,700,000** in CDBG funds on administration, public services, capital projects, homeowner rehabilitation, and business assistance activities;
- **\$762,000** in HOME funds on administration and the development of affordable housing; and
- **\$1,500,000** in ESG funds on administration and homeless service activities.

CDBG, HOME and ESG funds were targeted in four primary areas:

1. Development of decent and affordable housing;

2. Provision of community and supportive services;
3. Improvement of public facilities and infrastructure; and
4. Expansion of economic opportunities and anti-poverty activities.

The performance of programs and systems are evaluated on a regular basis through Consolidated Annual Performance and Evaluation Reports (CAPERs). A more detailed summary of the City's evaluation of past performance in previous Consolidated Annual Performance and Evaluation Reports (CAPERs) can be viewed on the City's website at <https://ggcity.org/neighborhood-improvement/reports>

4. Summary of Citizen Participation Process and consultation process

During its development, the Action Plan will be discussed in a publicly noticed NICC meeting where opportunity for public comment is provided. The draft plan will be made available for public review between **March 24, 2023 and April 25, 2023** on the City's website. Public hearings were held before the NICC on **April 17, 2023** and the City Council on **April 25, 2023** to solicit public comments on the Draft FY2023-24 Action Plan. All meeting locations were accessible to persons with disabilities. The public review period and public meetings/hearings for the Draft FY2023-24 Action Plan were published in the Orange County News (English), Viet Bao (Vietnamese) and La Opinion (Spanish) on **Friday, March 24, 2023**.

5. Summary of public comments

Please see Appendix A for summary of public comments.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

The City of Garden Grove has undertaken diligent and good faith efforts to outreach to all segments of the community that may benefit from the CDBG, ESG, and HOME programs. The City of Garden Grove will continue to concentrate its resources for maximum impact and strive to address the needs, priorities, and goals identified in the 2020-2025 Consolidated Plan and the FY 2023-24 Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GARDEN GROVE	Community And Economic Development Department
HOME Administrator	GARDEN GROVE	Community and Economic Development Department
ESG Administrator	GARDEN GROVE	Community and Economic Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City's CDBG, HOME, and ESG programs are administered by the City of Garden Grove Community and Economic Development Department's Neighborhood Improvement Division.

Program Descriptions

The Community Development Block Grant (CDBG) program was initiated by the Housing and Community Development Act (HCDA) of 1974. The primary objective of the program is to develop viable urban communities by providing decent housing, a suitable living environment, and economic opportunities, principally for persons of low and moderate income. Regulations governing the CDBG program also require that each activity undertaken with CDBG funds meet one of the following three broad national objectives:

- Benefit low- and moderate-income persons;
- Aid in the prevention or elimination of slums and blight; and
- Meet other community development needs having a particular urgency.

The HOME Investment Partnership (HOME) program was created by the 1990 National Affordable Housing Act. The HOME program provides federal funds for the development and rehabilitation of affordable rental and ownership housing for low- and moderate-income households, replacing a series of programs previously funded by HUD. The program gives the grantee flexibility to fund a wide range of affordable housing activities through housing partnerships with private industry and non-profit organizations.

The Emergency Solutions Grant (ESG) program provides homeless persons with basic shelter and essential supportive services. ESG funds can be used for a variety of activities, including rehabilitation or remodeling of a building to add new shelter beds, operations and maintenance of a homeless facility, essential supportive services, and homeless prevention.

Consolidated Plan Public Contact Information

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City of Garden Grove

Community and Economic Development Department

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(714) 741-5788

monicac@ggcity.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

As part of the Consolidated Plan development, the City undertook a comprehensive outreach program to solicit input from residents and beneficiaries of entitlement programs, and to consult with elected officials, City departments, and various organizations, agencies, and service providers to inform and develop the priorities and strategies contained in the Garden Grove 2020-2025 Consolidated Plan. The City has continued to keep these lines of communications open during the preparation of the FY 2023-24 Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

There has been input by residents, service providers, non-profit organizations, religious institutions, other city departments, and other agencies through a community survey and public hearings. These views are incorporated into the Garden Grove 2020-2025 Consolidated Plan and its programs. A total of 159 stakeholders, including: public and assisted housing providers and developers; private and governmental agencies; and health, mental health and service agencies were directly contacted and invited to participate in the planning process for Garden Grove.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The County of Orange Department of Housing and Community Services (HCS) coordinates the County Continuum of Care in response to the ongoing homeless needs in the region. A collaborative approach to addressing homelessness in Garden Grove dubbed United to End Homelessness was established in May 2019 uniting the five major sectors of the population: residents, businesses, non-profit organizations, faith-based groups and philanthropic organizations. The City of Garden Grove also participates in the Point in Time Survey that assesses the level of homelessness and an inventory of available local community resources to address homelessness in the county. The Neighborhood Improvement and Conservation Commission is an advisory body to the City Council that promotes citizen awareness, involvement, and support for neighborhood improvement and preservation for the community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Garden Grove is one of five jurisdictions that receive ESG funds directly within the County of Orange. To this end, the city contributes to the countywide CoC providing funding to:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate these shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families/individuals from becoming homeless.

The City allocates the resources to sub-recipients to rehabilitate and operate emergency and transitional shelters, provide essential social services, and prevent homelessness.

The City actively participates in the Orange County CoC by attending meetings to discuss how to establish performance measures that benefit the broader goals of the region. Garden Grove provides data for CoC surveys and relies heavily upon the CoC's research and discussions to identify and address critical gaps in local care for the homeless. In doing so, the City is able to meet homeless needs in the community through assistance to providers and programs that offer emergency/transitional housing or homeless prevention services.

The Orange County CoC is the Homeless Management and Information System (HMIS) lead agency, also referred to as Orange County HMIS. This organization administers the HMIS for the region and sets a uniform standard for all homeless and at-risk service providers and agencies to submit client-level and demographic data for HUD reporting and local homeless strategies. All ESG-funded organizations enter information to the Orange County HMIS system.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	211 ORANGE COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
2	Agency/Group/Organization	HELPING OTHERS PREPARE FOR ETERNITY
	Agency/Group/Organization Type	Services-Children Services-Victims of Domestic Violence Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
3	Agency/Group/Organization	Garden Grove Community Arts Society
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
4	Agency/Group/Organization	Illumination Foundation
	Agency/Group/Organization Type	Services-homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.
5	Agency/Group/Organization	Garden Grove United Methodist Church
	Agency/Group/Organization Type	Community Church
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This organization provided direct input, helped to identify priority needs in the community, and participated in a community workshop for the Garden Grove 2020-2025 Consolidated Plan.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

No agency/ organization was left out of the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	County of Orange	The Orange County Point-in-Time count provided homeless data for the Consolidated Plan. The Orange County Ten-Year Plan to End Homelessness Strategic Plan is closely aligned with the goals of the CoC. Garden Grove is an administering agency for CoC and ESG funds in addition to the City's CDBG and HOME allocations.
City of Garden Grove Housing Element (2014-2021)	City of Garden Grove Community and Economic Development Department	The Housing Element serves as a policy guide to help the City meet existing and future housing needs. Both the Consolidated Plan and the Housing Element share common goals that address housing-related issues in the community.
Garden Grove Proposed Biennial Budget FY 2021-2022	City of Garden Grove Finance Department	The Consolidated Plan is aligned with the City's annual budgets. Finance prepares annual strategies and financing to fulfill the Action Plan and by extension the overall Consolidated Plan.
Economic Development Strategic Plan, 2018	City of Garden Grove Office of Economic Development	The City of Garden Grove's 2018 Economic Development Strategic Plan is a baseline assessment of existing conditions that drive economic investment and outlines strategic recommendations to address the community's economic issues and opportunities.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	See Appendix A (Neighborhood Improvement Conservation Committee)	See Appendix A	See Appendix A	
2	Public Hearing	Non-targeted/broad community	See Appendix A (City Council Meeting)	See Appendix A	See Appendix A	
3	Newspaper Ad	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-English Speaking - Specify other language: Vietnamese Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	
5	Newspaper Ad	Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	
6	Internet Outreach	Non-targeted/broad community	See Appendix A	See Appendix A	See Appendix A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For the one-year period covering July 1, 2023 through June 30, 2024, the City has planned for the following allocations:

- **\$1,850,690** in CDBG funds
- **\$737,254** in HOME funds
- **\$169,786** in ESG funds

Garden Grove does not receive funding under the Housing Opportunities for Persons with AIDS (HOPWA) programs. In recent years, the levels of CDBG, HOME and ESG funds have been consistent.

In terms of program income, the City anticipates an unsteady stream of program income over the course of this Action Plan. During the past five years, the level of program income received varied from \$30,000 in one year to over \$90,000 in another. Program income received from of will re-programmed for similar loan activities in the same or similar programs from which the funds were originally provided.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$1,850,690	\$0	\$1,220,679	\$3,071,369	\$1,987,272	<p>The amount of CDBG funds available during the planning period is based on actual funds available.</p> <p>Approximately, <u>\$267,949</u> of the FY 2023-24 CDBG allocation will be left unallocated for potential use during the fiscal year. If unused by June 30, 2023, the City will program the funding during next fiscal year.</p> <p>Approximately, <u>\$800,000</u> in unexpended prior year resources will be carried over to complete the following infrastructure projects: Josephine/Acacia Street Rehabilitation Project.</p> <p>Approximately, <u>\$420,679</u> in unexpended prior year resources will be carried over to fund the economic development activities.</p>

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$737,254	\$0	\$0	\$737,254	\$683,486	The amount of HOME funds available during the planning period is based on actual funds available.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	\$169,786	\$0	\$0	\$169,786	\$161,207	The amount of ESG funds available during the planning period is based on actual funds available.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Permanent Local Housing Allocation Program

In 2019, the City was awarded an annual allocation of Permanent Local Housing Allocation Program funds. The Permanent Local Housing Allocation Program is part of a 15-bill housing package aimed at addressing California's housing shortage and high housing costs. The first year of the grant is designed to assist jurisdictions with planning and administration activities, including: updating the Housing Element, creating objective development standards, creating objective development standards for supportive housing, updating the City's density bonus ordinance, creating development standards for hotel and motel conversions, updating the multi-family residential ordinance to allow by-right permanent supportive housing, and providing funding for the University of California, Irvine Housing Study.

Eligible program activities after the first year include predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, and rental housing that is affordable to extremely low-, very low-, low-, or moderate-income households; affordable rental and ownership housing that assists households earning up to 120% AMI, or 150% AMI in high-cost areas; matching portions of funds placed into local or regional housing trust funds; matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund; capitalized reserves for services connected to the preservation and creation of new permanent supportive housing; assisting persons who are experiencing or at risk of homelessness; accessibility modifications; efforts to acquire and rehabilitate foreclosed or vacant homes and apartments; homeownership opportunities; and matching funds invested by a county in an affordable housing development project.

Low-Moderate Income Housing Trust Fund

The City anticipates receiving approximately \$13M into the LMIHAF over the 5-year Consolidated Plan period. Per State regulations, up to \$250,000 per year may be expended to provide programs and services to homeless Garden Grove households. During FY 2022-2023, the City utilized \$50,000 in LMIHAF monies to subsidize the services portion of a rental assistance program for homeless households as a part of the Homeless Emergency Assistance Rental Transition (HEART) Program. The City expects to extend this program throughout the 5-year Consolidated Planning period to reduce homelessness within the jurisdiction. Remaining LMIHAF monies will be expended to produce affordable housing for low-income residents throughout the City.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The Successor Agency owns an 8-unit apartment complex located at 12602 Keel Street in Garden Grove. This location is currently being leased to the Orange County Community Housing Corporation (OCCHC) who offers the units to very-low-income families at an affordable rent. During FY 2023-24, the City will continue to monitor this project for compliance with rent/income limits to ensure Garden Grove residents have access to quality affordable housing.

Discussion

See responses above.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Provide Decent and Affordable Housing	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs	Citywide	Increase, Improve, and Preserve Affordable Housing Promote New Construction of Affordable Housing Provide Rental Assistance to Alleviate Cost Burden	CDBG: \$135,000 HOME: \$663,529	Homeowner Housing Rehabilitated: 20 Household Housing Unit Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted
2	Address the Needs of Homeless Individuals	2020	2025	Homeless	Citywide	Promote Programs to Meet Homeless Needs	ESG: \$169,786	Tenant-based rental assistance / Rapid Rehousing: 6 Households Assisted Homeless Person Overnight Shelter: 45 Persons Assisted Homelessness Prevention: 15 Persons Assisted Other: 75 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Provide Community and Supportive Services	2020	2025	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Preserve and Improve Existing Supportive Services	CDBG: \$277,603	Public service activities other than Low/Moderate Income Housing Benefit: 655 Persons Assisted
4	Address Public Facilities and Infrastructure Needs	2020	2025	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Address Public Facilities/Infrastructure Needs	CDBG: \$800,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1,215 Persons Assisted
5	Promote Economic Development and Employment	2020	2025	Non-Housing Community Development	Citywide	Promote Economic Development and Employment	CDBG: \$420,679	Jobs created/retained: 15 Jobs Businesses Assisted: 17
6	Provide for Planning and Administration Activities	2020	2025	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Provide for Necessary Planning and Administration	CDBG: \$370,138 HOME: \$73,725	N/A

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Provide Decent and Affordable Housing
	Goal Description	The City is focused on providing decent and affordable housing through a variety of programs as funding permits. Programs and activities to accomplish the City's goal include: new construction of affordable housing; acquisition and/or rehabilitation activities; rehabilitation assistance programs; lead-based paint hazard reduction efforts; and home ownership assistance.
2	Goal Name	Address the Needs of Homeless Individuals
	Goal Description	The City of Garden Grove will continue to use its funds to address homeless needs in the City in a manner that supports the countywide CoC system.
3	Goal Name	Provide Community and Supportive Services
	Goal Description	The City will provide for a variety of community and supportive services, with a focus on crime awareness and prevention programs and senior services. Other services may be considered if funding is available.
4	Goal Name	Address Public Facilities and Infrastructure Needs
	Goal Description	The City will coordinate improvements to public facilities and infrastructure to improve living conditions for low-income residents and neighborhoods.
5	Goal Name	Promote Economic Development and Employment
	Goal Description	The City will promote greater employment opportunities and support of economic development activities throughout the city.

6	Goal Name	Provide for Planning and Administration Activities
	Goal Description	<p>The City will continue to administer the CDBG, HOME, and ESG programs in compliance with program regulations and requirements. To ensure the effective use of limited CDBG, HOME, and ESG funds, the City must allocate funding towards planning and monitoring of the programs.</p> <p>The City complies with state and federal fair housing laws. To achieve fair housing goals, the City has contracted with a fair housing service provider to provide information, mediation, and referrals to residents. Garden Grove will strive to provide and maintain equal housing opportunities for all residents in the City, including special needs residents.</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

The Fiscal Year (FY) 2023-24 Action Plan implements the fourth year of the 2020–2025 Consolidated Plan and addresses HUD consolidated planning requirements for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) programs for the City of Garden Grove. This plan outlines the action steps that Garden Grove will use to address housing and community development needs in the City. The plan also includes a listing of activities that the City will undertake during FY 2023-24 (July 1, 2023 through June 30, 2024) that utilize CDBG, HOME and ESG funds.

The City makes its funding allocation decisions in part based on proposals received as part of the annual RFP process. Through this process, funds are awarded to eligible activities that support the goals and address the priority needs described in the Strategic Plan. While CDBG, HOME, and ESG funding allocations for FY 2023-24 will not address all of the community's priority needs, allocations are focused toward specific projects addressing high community priorities and producing tangible community benefits.

Prior Year Funds Description

Home Repair Program - During FY 2022-23, the City funded the Home Repair Program with \$120,000 in CDBG funds to assist 20 low-income residents with home repairs. The City plans to carry over any funding left over at the end of the fiscal year to support additional homeowners through the Home Repair Program.

Josephine/Acacia Street Rehabilitation Project - During FY 2022-23, the City funded the Josephine/Acacia Street Rehabilitation project utilizing approximately \$800,000 in CDBG resources. The City plans to carry over any funding left over at the end of the fiscal year to complete the project.

Jobs 1st and Garden Grove Boost Program – During FY 23-24, the City is allocating \$420,679 in prior year funds to the economic development activity. The City will continue administering the Jobs 1st Program, which will be funded at \$318,679 and is anticipated to create or retain 15 low income jobs in Garden Grove. Additionally, the City is implementing a microbusiness assistance program called the Boost Program, which will support microenterprise businesses currently in the childcare field. The Boost

Program is anticipated to create or retain 23 low income jobs in Garden Grove.

Projects

#	Project Name
1	Administration and Planning
2	Public Services
3	Public Facilities and Infrastructure
4	Affordable Housing
5	Owner-Occupied Housing Rehabilitation
6	Economic Development and Employment
7	ESG 23 Garden Grove

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The major obstacle to addressing the underserved needs in the community is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California and reduced state and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised.

AP-38 Project Summary

Project Summary Information

1	Project Name	Administration and Planning
	Target Area	Citywide
	Goals Supported	Provide for Planning and Administration Activities
	Needs Addressed	Provide for Necessary Planning and Administration
	Funding	CDBG: \$370,138 HOME: \$73,725
	Description	Provide for necessary planning and administration activities to address housing and community development needs in the City.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
2	Planned Activities	Planning and public participation, contract design, management and monitoring, financial administration, and HUD communication to administer the City's CDBG and HOME programs. Garden Grove will strive to provide and maintain equal housing opportunities for all residents in the City, including special needs residents.
	Project Name	Public Services
	Target Area	Citywide
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Preserve and Improve Existing Supportive Services
	Funding	CDBG: \$277,603

	Description	<p><u>Special Resource Team (\$110,000)</u> - The Police Department's Special Resource Team is responsible for providing response and outreach to homeless individuals. The main goal for the Special Resource Team is to get the homeless residents the services they need to get off of the streets. Funding this organization will enhance safety in lower-income areas.</p> <p><u>Senior Center Services (\$147,603)</u> - Provide one or more programs for seniors at the H. Louis Lake Senior Center. Programs include recreation and socialization, daily lunch, nutrition health education, and support for seniors.</p> <p><u>Meals on Wheels (\$20,000)</u> - Provide raw food for congregate meals to Garden Grove residents citywide.</p>
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	<p><u>Special Resource Team</u> – 200 referrals</p> <p><u>Senior Center Services</u> - 300 individuals</p> <p><u>Meals on Wheels</u> - 155 individuals</p>
	Location Description	<p><u>Special Resource Team</u> - Citywide</p> <p><u>Senior Center Services</u> - 11300 Stanford Avenue, Garden Grove, CA 92840.</p> <p><u>Meals on Wheels</u> - Citywide</p>
	Planned Activities	<p><u>Special Resource Team</u> - The Police Department's Special Resource Team is responsible for providing response and outreach to homeless individuals. The main goal for the Special Resource Team is to get the homeless residents the services they need to get off of the streets. Funding this organization will enhance safety in lower-income areas.</p> <p><u>Senior Center Services</u> - Provide one or more programs for seniors at the H. Louis Lake Senior Center. Programs include recreation and socialization, daily lunch, nutrition health education, and support for seniors.</p> <p><u>Meals on Wheels</u> - Provide raw food for congregate meals to Garden Grove residents citywide.</p>
3	Project Name	Public Facilities and Infrastructure
	Target Area	
	Goals Supported	Address Public Facilities and Infrastructure Needs
	Needs Addressed	Address Public Facilities/Infrastructure Needs

	Funding	CDBG: \$800,000
	Description	<p><u>Josephine/Acacia Street Rehabilitation Project (FY 22-23 Project)</u></p> <p>Approximately \$800,000 in CDBG funds will be carried over into FY 23-24 to complete the rehabilitation of local residential streets.</p> <p><u>Marchand Avenue Street Rehabilitation Project</u></p> <p>CDBG funds will be used to rehabilitate local residential streets.</p>
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	<p><u>Josephine/Acacia Street Rehabilitation Project</u> - Low/Mod Income Individuals Assisted: 3,050</p> <p><u>Marchand Avenue Street Rehabilitation Project</u> - Low/Mod Income Individuals Assisted: 1,215</p>
	Location Description	<p>Josephine/Acacia</p> <p>Magnolia/Chapman</p>
	Planned Activities	<p><u>Josephine/Acacia Rehabilitation</u> - CDBG funds will be used to rehabilitate local residential streets at Josephine/Acacia.</p> <p><u>Marchand Rehabilitation</u> - CDBG funds will be used to rehabilitate local residential streets at Magnolia/Chapman.</p>
4	Project Name	Affordable Housing
	Target Area	Citywide
	Goals Supported	<p>Provide Decent and Affordable Housing</p> <p>Address the Needs of Homeless Individuals</p>
	Needs Addressed	<p>Increase, Improve, and Preserve Affordable Housing</p> <p>Promote New Construction of Affordable Housing</p> <p>Provide Rental Assistance to Alleviate Cost Burden</p> <p>Promote Programs to Meet Homeless Needs</p>
	Funding	HOME: \$663,529

	Description	<p><u>New Construction of Affordable Housing (\$206,765)</u> - Facilitate predevelopment of new housing projects.</p> <p><u>Acquisition/Rehabilitation of Affordable Housing (\$206,764)</u> - Dedication of affordable rental housing units in exchange for financial assistance for developers to acquire and/or rehabilitate properties.</p> <p><u>Interval House HEART (\$250,000)</u> - Interval House will be funded at \$250,000 of FY 22-23 HOME funding that will be assist approximately 10 extremely low-income residents.</p>
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	<u>Tenant Based Rental Assistance</u> - 15 households.
	Location Description	Citywide.
	Planned Activities	<p><u>New Construction of Affordable Housing</u> - Facilitate predevelopment of new housing projects.</p> <p><u>Acquisition/Rehabilitation of Affordable Housing</u> - Dedication of affordable rental housing units in exchange for financial assistance for developers to acquire and/or rehabilitate properties.</p> <p><u>Tenant Based Rental Assistance</u> - TBRA for extremely low-income individuals and families.</p>
5	Project Name	Owner-Occupied Housing Rehabilitation
	Target Area	Citywide
	Goals Supported	Provide Decent and Affordable Housing
	Needs Addressed	Increase, Improve, and Preserve Affordable Housing
	Funding	CDBG: \$135,000
	Description	<p><u>Home Repair Program (\$135,000 CDBG)</u> - The program provides a grant of up to \$5,000 for minor home repairs including: plumbing, electrical, energy conservation activities, accessibility improvements, security and safety improvements, exterior refurbishing, and painting to eligible lower-income homeowners. Unexpended program funds will be carried over to assist additional low-income residents.</p>
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	<u>Home Repair Program</u> - 20 households served
	Location Description	Citywide
	Planned Activities	<u>Home Repair Program</u> - The program provides a grant of up to \$5,000 for minor home repairs including: plumbing, electrical, energy conservation activities, accessibility improvements, security and safety improvements, exterior refurbishing, and painting to eligible lower-income homeowners.
6	Project Name	Economic Development and Employment
	Target Area	Citywide
	Goals Supported	Promote Economic Development and Employment
	Needs Addressed	Promote Economic Development and Employment
	Funding	CDBG: \$420,679
	Description	<p><u>JOBS 1st Program (\$318,679)</u> - During FY 2021-22, the City funded the JOBS 1st to provide assistance to business owners looking to create or retain jobs. Approximately \$318,679 in prior year CDBG funds will be used to fund the Jobs 1st Program in FY 23-24, which is projected to create/retain 15 jobs.</p> <p><u>Boost Program (\$102,000)</u> – This is the first year the City is funding the Boost Program to support local childcare providers serving low-income families by providing technical assistance and support to microenterprise businesses in Garden Grove. The program will assist 255 low income individuals’ access affordable childcare opportunities in the City, and will provide business support and technical assistance to 17 micro-enterprises.</p>
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	<p><u>JOBS 1st Program</u> - 15 Jobs Created and/or Retained.</p> <p><u>Boost Program</u> – 17 microenterprises assisted.</p>
	Location Description	Citywide

	Planned Activities	Provide small business assistance loans and grants for job creation or retention. Support local childcare providers serving low-income families by providing business and technical assistance and support.
7	Project Name	ESG 23 Garden Grove
	Target Area	Citywide
	Goals Supported	Address the Needs of Homeless Individuals
	Needs Addressed	Promote Programs to Meet Homeless Needs
	Funding	ESG: \$169,786
	Description	<u>Emergency Solutions Grant</u> - Provide street outreach, emergency shelter, rapid rehousing and homeless prevention services to the extremely low-income population in Garden Grove.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	<u>Tenant-based rental assistance / Rapid Rehousing</u> - 6 Households Assisted <u>Homeless Person Overnight Shelter</u> – 45 Persons Assisted <u>Homelessness Prevention</u> – 15 Persons Assisted (5 households) <u>Other</u> - 75 Other
	Location Description	Citywide
	Planned Activities	Administration - \$12,733 Administration Total (7.5% Cap) - \$12,733 Street Outreach - \$50,000 Emergency Shelter - \$51,870 Shelter and Outreach Total (60% Cap-\$102,418.80) - \$101,871 Homeless Prevention - \$20,000 Rapid-Rehousing - \$30,089 Homeless Management and Information Systems - \$5,094

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City has not established specific target areas to focus the investment of CDBG funds. Appendix B contains a map of block groups illustrating the lower-income areas in the City (defined as a block group where at least 51% of the population have incomes not exceeding 80% of the AMI). Investments in housing and community development services serving special needs populations and primarily lower-income persons will be made throughout the City. Housing assistance will be available to income-qualified households citywide.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	35

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of the city of Garden Grove qualifies as a low- and moderate-income area. Therefore, given the extensive needs in the community, the City has not targeted any specific neighborhood for investment of CDBG and HOME funds. Instead, projects are evaluated on a case-by-case basis, while considering emergency needs, cost effectiveness, feasibility, and availability of other funding to address the specific needs.

Discussion

Refer to the discussion above.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to utilize HOME and CDBG funds to support its authorized housing activities, including the Home Improvement Grant Program, tenant-based rental assistance, as well as the acquisition/rehabilitation of affordable housing units.

One Year Goals for the Number of Households to be Supported	
Homeless	15
Non-Homeless	20
Special-Needs	0
Total	35

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	15
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	35

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

Refer to responses above.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Garden Grove Housing Authority receives federal funds to facilitate the housing needs of persons from low-income households. The City does not operate or own public housing units. However, it disseminates rental assistance through the Section 8 vouchers. The City is currently serving approximately 2,200 households through the rental assistance program.

Actions planned during the next year to address the needs to public housing

Not Applicable. The City of Garden Grove does not operate any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Not Applicable. The City of Garden Grove does not operate any public housing units.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not Applicable. The City of Garden Grove does not operate any public housing units.

Discussion

Refer to responses above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Homeless prevention services are identified as a high priority need in the 2020-2025 Consolidated Plan. The City plans to address the needs of homeless individuals and those at risk of homelessness through allocation of ESG funds to support local efforts that prevent and address homelessness. The City of Garden Grove also administers the Homeless Emergency Assistance Rental Transition (HEART) Program, which forms part of the Comprehensive Four-Point Approach to End Homelessness. Through HEART, a portion of a household's rent (including security and utility deposits) is paid while offering services to achieve self-sufficiency. The program aims to assist 10 households over a 12-month period. The City will also continue to participate in the Orange County Continuum of Care System for the Homeless.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Garden Grove participates in the Orange County Continuum of Care (CoC) system. For the past several years, leadership and coordination of Orange County's Continuum of Care planning process have been the shared responsibility of OC Partnership, 211 Orange County, and the OC Community Services. This public/nonprofit partnership helps ensure comprehensive and regional coordination of efforts and resources to reduce the number of homeless individuals and persons at risk of homelessness throughout Orange County. This group serves as the regional convener of the year-round CoC planning process and works as a catalyst for the involvement of the public and private agencies that make up the regional homeless system of care. The Orange County Continuum of Care system consists of 6 basic components:

1. Advocacy on behalf of those who are homeless or at-risk of becoming homeless;
2. A system of outreach, assessment, and prevention for determining the needs and conditions of an individual or family who is homeless;
3. Emergency shelters with appropriate supportive services to help ensure that homeless individuals and families receive adequate shelter and referrals;
4. Transitional housing to assist homeless individuals and families who are not prepared to make the transition to permanent housing and independent living;
5. Permanent housing or permanent supportive housing to help meet the long-term needs of homeless individuals and families; and
6. Reducing chronic homelessness in Orange County and addressing the needs of homeless families and individuals using motels to meet their housing needs.

During FY 2023-24, the City plans to fund street outreach services to reach out to unsheltered homeless people; connect them with emergency shelter, housing or critical services; and provide urgent non-

facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City actively participates in the Orange County CoC by attending meetings to discuss how to establish performance measures that benefit the broader goals of the region. Consistent with the objectives of the countywide CoC, the City's Neighborhood Improvement Division has developed several strategies to address homelessness. Some of the tasks recently undertaken by the City include:

1. Point in Time Survey conducted by the County of Orange and City Net;
2. Development of a brochure for homeless persons that includes an inventory of local community resources; and
3. Collaborating with ESG entitlement jurisdictions within the County of Orange to discuss issues, concerns, and best practices for meeting the needs of the homeless population.

In addition, the City addresses the emergency and transitional housing needs of homeless persons through allocation of its ESG funds. Garden Grove will provide funding to Interval House, which provides domestic violence shelter and support services to victims of domestic violence. In addition, City Net, the City's street outreach service provider will connect homeless individuals and families to local shelters and service providers.

The City mobilizes its Section 8 Housing Choice Voucher Program, to the extent possible, to address the needs of homeless individuals and families. The Housing Authority gives homeless families referred by social service and emergency/transitional shelter programs preference for Section 8 vouchers to assist in transitioning to stable and permanent housing.

The City plans to fund Interval House to provide short to medium term rental assistance for up to 24 months, including up to six months of rental arrears, to homeless individuals and families. Homeless individuals and families will be located in permanent housing while they are given services to increase their income. In addition, Interval House will provide housing relocation, stabilization, case management, legal services for housing needs, and credit repair assistance. All services are designed to seamlessly transition clients into suitable and stable permanent housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Interval House advocates are specialized in assisting clients with housing search and placement through established operational agreements with over 40 landlords. Clients may be immediately housed in local CoC shelters or access emergency homeless assistance through social services during housing search. All ineligible applicants are offered resources through 2-1-1 County.

As part of the efforts to provide housing for the homeless and those at risk of homelessness, the City of Garden Grove will award ESG funds to service providers who provide rental assistance through the HEART Program. Interval House administers the program and are aiming to assist 15 households over a 12-month period through providing a portion of a household's rent (including security and utility deposits) while offering services to achieve self-sufficiency.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City works diligently to expand and conserve the affordable housing inventory, especially affordable rental housing that benefits the extremely low- and very low-income households who are most at risk of becoming homeless. Lower-income households referred to the Housing Authority by local transitional housing and emergency shelters are given priority for the Section 8 program. The City will allocate ESG funds to Mercy House to provide homeless prevention services in the form of short to medium term rental assistance for up to 24 months, including up to 6 months of arrears, to individuals and families at imminent risk of homelessness. The housing assistance provided will be located in permanent housing. In addition, funds for homeless prevention will also provide financial assistance such as rental application fees, security deposits and/or services such as case management, housing search and placement, and legal services.

Mercy House will engage persons in need of homeless prevention through referrals from 2-1-1 Orange County and will participate in the Orange County Homeless Provider Forum. To ensure that the most vulnerable are served, eligible households will be those at imminent risk of homelessness, who fall at or below 30% AMI, and have been served a notice of eviction. Mercy House will work with households to

increase income, find employment, and set a household budget that will prepare them for long-term stability and to prevent recidivism and homelessness.

There will also be continued rental assistance for persons experiencing homelessness and those at risk of being homeless through the Homeless Emergency Assistance Rental Transition (HEART) Program that Interval House administers. The HEART Program is part of Garden Grove's Comprehensive Four-Point Approach to End Homelessness, which provides rental assistance for persons who are homeless, and those at risk of homelessness. In addition, while receiving services, case managers from Interval House will meet with the household receiving assistance regularly to encourage accomplishments of goals, money savings, and debt payoffs.

Discussion

Refer to responses above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Development Fees - The fees the City charges to process and review plans for residential developments may increase the cost of building affordable housing in the jurisdiction. This may, in turn, affect rents, which may become fair market rents.

Development Review and Permit Processing - The review process for building permits can be a constraint to housing development if they place an undue burden on the developer. The longer housing projects take to be built or rehabilitated, the higher the development or rehabilitation cost may become. This could also affect the affordable housing stock due to conversion to market rents.

Environmental Review Process - Environmental factors such as the presence of sensitive biological resources and habitats or geological hazards can constrain residential development in a community by increasing costs and reducing the amount of land suitable for housing construction

Legislative Barriers - AB 1482 legislation was voted into law to prevent arbitrary rental increases on lower-income households. However, due to the 85-day waiting period before the law came into effect on the 1st of January 2020, many tenants were given eviction notices so that their homes could be converted to market rents.

Financing - Economic conditions and national policies determine interest rates for borrowing money for residential developments as well as mortgage rates. This affects the ability to purchase or rehabilitate housing due to increased costs.

Infrastructure Constraints - Public facilities, particularly drainage and sewage, need to be updated and expanded constantly to accommodate the growing number of housing units. Deficiency in sewer capacity, as well as land designations for this essential infrastructure, reduces land that is available for housing development.

Environmental Constraints - The City of Garden Grove is located in a region with a seismic activity that may hinder the development of housing within certain areas. However, it is not located within an Alquist-Priolo Special Study Zone that would affect housing production. The Alquist-Priolo Earthquake Fault Zoning Act of 1972 prevents the construction of buildings used for human occupancy on the surface trace of active faults. The Act prohibits new construction of houses in California within these zones unless a comprehensive geologic investigation shows that the fault does not pose a hazard to the proposed structure.

The city of Garden Grove is within a flood zone, according to The Federal Emergency Management Agency (FEMA) maps. According to FEMA, the term "100-year flood" refers to the flood elevation level that has a 1% chance of being equaled or exceeded each year. There is a need for additional investment in flood

prevention when developing residential units.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Market and governmental factors pose barriers to the provision of adequate and affordable housing. These factors tend to disproportionately impact lower- and moderate-income households due to their limited resources for absorbing the costs. Garden Grove works to remove barriers to affordable housing by implementing a Housing Element that is consistent with California law and taking actions to reduce costs or provide offsetting financial incentives to assist in the production of safe, high-quality, affordable housing. The City is committed to removing governmental constraints that hinder the production of housing and offers a “one-stop” streamlined permitting process to facilitate efficient entitlement and building permit processing.

The City of Garden Grove has instituted additional actions aimed at reducing the impact of the public sector role in housing costs. City efforts to remove barriers to affordable housing include:

1. Periodical analysis and revision of the zoning code aimed at developing flexible zoning provisions in support of providing an adequate supply of desirable housing, such as mixed-use zoning standards and updates to the Housing Element;
2. Provision of affordable housing projects through acquisition and rehabilitation activities, and new construction of affordable housing units;
3. Establishing a streamlined service counter to reduce the processing time;
4. Density bonuses for affordable projects; and
5. Continued assessment of existing policies, procedures, and fees to minimize unnecessary delays and expenses to housing projects.

Also, the City will use its Analysis of Impediments to Fair Housing Choice (AI) report in coordination with other local jurisdictions. The AI has identified any potential impediments to fair housing and has established a Fair Housing Action Plan to outline steps to overcome any identified impediments.

Discussion:

Refer to responses above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section discusses the City's efforts in addressing underserved needs, expanding and preserving affordable housing, reducing lead-based paint hazards, and developing institutional structure for delivering housing and community development activities.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to addressing underserved needs is the lack of adequate funding, especially for affordable housing activities. With reduced state and federal funding levels, the City's ability to address the extensive needs in the community is seriously compromised. The City will strive to leverage available funds to overcome obstacles in meeting underserved needs. The City continues to use its 2021-2029 Housing Element, which includes a commitment to pursue state, federal, and other funding opportunities to increase the supply of safe, decent, affordable housing in Garden Grove for lower-income households (including extremely low-income households), which includes: senior citizens, disabled, homeless, and those at risk of homelessness.

Actions planned to foster and maintain affordable housing

Garden Grove has several programs in place to increase and preserve the supply of affordable housing for lower-income households. One of these programs produces affordable housing through the acquisition and rehabilitation of existing housing units, as well as the construction of new units. In the past, the City has partnered with nonprofit organizations and housing developers to accomplish this goal. Increased sustainability of existing single-family housing is accomplished through the provision of grants to low-income residents and senior repairs homes.

Actions planned to reduce lead-based paint hazards

The City has an aggressive policy to identify and address lead-based paint hazards in HUD-funded housing rehabilitation projects. A licensed professional for detecting the presence of lead-based paint first inspects all housing units rehabilitated with federal funds. The City ensures lead-safe work practices are used to perform all rehabilitation where lead-based paint is identified. All homes identified as containing lead paint are tested post-rehabilitation to ensure the hazard has been mitigated.

Actions planned to reduce the number of poverty-level families

Garden Grove continues to look for ways to expand economic activities to include all people, including those at or below the poverty line. In the past, the City has focused on the creation of jobs for low- and moderate-income persons through economic development in the Harbor Boulevard area. In recent years, the Jobs 1st Program was implemented as a resource for businesses to create or retain jobs. The Jobs 1st

Program offers financial assistance to for-profit businesses in exchange for them to hire or retain at least one low-income full-time employee.

In addition, other essential elements of the City's anti-poverty strategy include:

1. Section 8 Housing Choice Voucher Program;
2. Housing Choice Voucher Family Self Sufficiency Program;
3. Economic development programs;
4. Workforce Investment Board outreach and training programs;
5. Anti-crime programs;
6. Housing rehabilitation programs;
7. Creation of affordable housing; and
8. Homeless service programs.

Through these programs, the City is working to reduce the number of families living below the poverty line. The goals and strategies contained in this Consolidated Plan aim to fund housing, community development, and community services. In addition, the City will allocate up to 15% of its CDBG funds annually to public service agencies that offer supportive services in an effort to reduce poverty.

Actions planned to develop institutional structure

Successful program implementation requires coordination, both internally and with outside agencies. The City makes changes, as needed, to its staff assignments to address the administrative, planning, and reporting needs of CDBG, HOME, and ESG funds. Project management improvements have included strengthened project eligibility review and staff training of regulatory compliance and procedures. The City of Garden Grove Neighborhood Improvement Division of the Community and Economic Development Department serves as the lead agency in the administration and compliance of CDBG, HOME, and ESG programs and grant management. The Neighborhood Improvement Division coordinates activities related to CDBG, HOME, and ESG funds, including coordination of internal departments, outside agencies, and grant recipients.

The City's ongoing efforts in its institutional structure include strengthening project designs through negotiating stronger and more specific performance goals for project contracts. This includes ongoing education and technical assistance for program stakeholders including fellow City Departments implementing HUD-funded programs, outside contractors, Neighborhood Improvement and Conservation Commission, City Council, and the public. The City also amended the Citizen Participation Plan to make it more readable and to officially designate the City Council as the public hearing body.

Capacity building is another development component within the City's institutional structure. In addition to in-house training and development of improved management systems, the City will continue to participate in all HUD training offered locally. To gather more information, build staff knowledge, and seek regional solutions to regional problems, the City participates in regional efforts such as the Orange County

Continuum of Care for the Homeless.

Actions planned to enhance coordination between public and private housing and social service agencies

Housing, supportive services, and community development activities are delivered by a number of public agencies, nonprofit entities, and private organizations. The City of Garden Grove will continue to function in a coordinating role between local non-profit service providers and other county, state, and federal organizations. To enhance coordination, the City participates in regional planning groups and forums to foster collaboration with other agencies and organizations.

Through collaboration, the City identifies common goals and strategies to avoid overlaps in services and programs and identify potential for leveraging resources. The City also continues to work with a wide range of public and community social service agencies to address the various needs of the community. The City also utilizes the services of 211 Orange County, whose mission is to help people in the community find the help they need by eliminating the barriers to finding and accessing social services.

Discussion:

Refer to responses above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100%

**HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)**

- 1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:**

The City of Garden Grove does not anticipate using forms of investment beyond what is listed in Section 92.205.

- 2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**

The City of Garden grove does not anticipate using HOME funds for home-buyer activities during FY 2023-24.

- 3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:**

The City of Garden Grove does not anticipate using HOME funds for home-buyer activities during FY 2023-24.

- 4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:**

The City of Garden grove does not anticipate using HOME funds to refinance existing debt.

**Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

Please see City of Garden Grove Protocols for Administering the Emergency Solutions Grant, included as Appendix C.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The City of Garden Grove participates in the Orange County Continuum of Care system (CoC). The Orange County CoC has established the Orange County Homeless Management Information System (HMIS), an online database used by homeless and at-risk service providers that records demographic and service usage data and produces an unduplicated count of the people using those services.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The City, along with the cities of Anaheim, Irvine, Santa Ana and the County of Orange, has developed the Orange County ESG collaborative. During the 5-year Consolidated Plan cycle, the collaborative conducts an open and competitive Request for Proposal process for making sub-awards.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The City consults with the Continuum of Care, which has former homeless individuals as members. Subrecipients who run the shelters and the rapid re-housing programs in the community have former homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

The performance standards for evaluating ESG are described in the Protocols for Administration of The Emergency Solutions Grant, included in Appendix C.

APPENDIX A

SUMMARY OF PUBLIC OUTREACH

**NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING
FOR PROPOSED FY 2023-24 ACTION PLAN
FOR USE OF HUD FUNDS**

**GARDEN GROVE NEIGHBORHOOD IMPROVEMENT AND CONSERVATION
COMMISSION
AND
GARDEN GROVE CITY COUNCIL**

The City of Garden Grove is an Entitlement City for the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant, HOME Investment Partnership Act, and Emergency Solutions Grant.

On April 17, 2023, at 6:30 p.m., the Garden Grove Neighborhood Improvement and Conservation Commission will hold a Public Hearing in the Council Chambers of the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, to consider the FY 2023-24 Action Plan, covering the period of July 1, 2023, through June 30, 2024. This Action Plan will allocate approximately \$3 million in new HUD funds.

On April 25, 2023, at 6:30 p.m., the City Council will also hold a Public Hearing in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, to consider the FY 2023-24 Action Plan.

COVID-19: Please do not attend this meeting if you have had direct contact with someone who has tested positive for Covid-19, or if you are experiencing symptoms such as coughing, sneezing, fever, difficulty breathing or other flu-like symptoms.

Opportunity for Public Review and Comment

From March 24, 2023 through April 25, 2023, the City's FY 2023-2024 Action Plan will be available for public review at the following location:

Please visit the City's website at <https://ggcity.org/neighborhood-improvement/reports> to review the FY 2023-24 Action Plan, and please submit comments electronically to Timothy Throne at timothyt@ggcity.org.

The Community and Economic Development Department will accept written and verbal comments until 3:00 p.m. on April 25, 2023. Please direct any questions or comments to Timothy Throne, at (714) 741-5144 or by email at timothyt@ggcity.org.

/s/ Teresa Pomeroy
City Clerk

Dated: 3/17/23
Publish: 3/24/23

**AVISO DE AUDIENCIA PÚBLICA
REFERENTE AL PLAN DE ACCIÓN PROPUESTO PARA EL AÑO FISCAL
2023-2024
PARA EL USO DE FONDOS DE HUD**

**COMISIÓN DE MEJORIA Y CONSERVACIÓN DE VECINDARIOS DE GARDEN GROVE
Y
CONSEJO MUNICIPAL DE GARDEN GROVE**

La ciudad de Garden Grove es una ciudad habilitada para la subvención en bloque para el desarrollo comunitario (CDBG), la ley de asociación de inversión HOME (HOME) y la subvención para soluciones de emergencia (ESG) del Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD).

El 17 de abril del 2023, a las 6:30 pm, la Comisión de Conservación y Mejoramiento del Vecindario de Garden Grove llevará a cabo una Audiencia Pública el Centro de Reuniones Comunitarias, 11300 Stanford Avenue, Garden Grove, para considerar el Plan de Acción del año fiscal 2023-24, que abarca el período del 1 de julio del 2023 al 30 de junio del 2024. Este Plan de Acción asignará aproximadamente \$3 millones en nuevos fondos de HUD.

El 25 de abril del 2023, a las 6:30 p.m., el Concejo Municipal también llevará a cabo una Audiencia Pública en el Centro de Reuniones Comunitarias, 11300 Stanford Avenue, Garden Grove, para considerar el Plan de Acción del año fiscal 2023-24.

COVID-19: Por favor no asista a esta reunión si ha tenido contacto directo con alguien que dio positivo por Covid 19, o si tiene síntomas como tos, estornudos, fiebre, dificultad para respirar u otros síntomas similares a los de la gripe.

Oportunidad de revisión y comentarios públicos

Desde el 24 de marzo del 2023 al 25 de abril del 2023, el Plan de Acción de la ciudad para el año fiscal 2023-2024 estará disponible para revisión pública en la siguiente ubicación:

Por favor visite el sitio web de la ciudad en <https://ggcity.org/neighborhood-improvement/reports> para revisar el Plan de Acción del año fiscal 2023-2024 y envíe sus comentarios por vía electrónica a Monica Covarrubias en monicac@ggcity.org.

El Departamento de Desarrollo Económico y Comunitario aceptará comentarios escritos y verbales hasta las 3:00 p.m. el 25 de abril del 2023. Dirija cualquier pregunta o comentario a Monica Covarrubias, al (714) 741-5788 o por correo electrónico a monicac@ggcity.org.

/s/ Teresa Pomeroy
City Clerk

Con fecha de: 3/17/23
Publicar: 3/24/23

**THÔNG BÁO BUỔI ĐIỀU TRẦN CHO CÔNG CHÚNG
VỀ KẾ HOẠCH HÀNH ĐỘNG ĐỀ NGHỊ CHO NIÊN KHÓA 2023-24 VỀ
VIỆC DÙNG QUỸ HUD**

**ỦY BAN BẢO TRÌ VÀ CẢI THIẾN KHU XÓM GARDEN GROVE
VÀ
HỘI ĐỒNG THÀNH PHỐ GARDEN GROVE**

Thành phố Garden Grove là một Thành Phố Đặc Quyền thuộc Ban Phát Triển Gia Cư và Đô Thị (HUD) Hoa Kỳ, Trợ Cấp Khu Phố Phát Triển Cộng Đồng (CDBG), Đạo Luật Cộng Tác Đầu Tư HOME (HOME), và các chương trình Trợ Cấp Giải Pháp Khẩn Cấp (ESG).

Vào ngày 17 tháng Tư, 2023, lúc 6:30 chiều, Ủy Ban Bảo Trì và Cải Thiện Khu Xóm Garden Grove sẽ tổ chức một buổi Điều Trần Công Khai tại Phòng Hợp Hội Đồng Thành Phố, địa chỉ là 11300 Stanford Avenue, Garden Grove, để xem xét Kế Hoạch Hành Động cho niên khóa 2022-23, áp dụng cho thời kỳ từ 1 tháng Bảy, 2023, cho tới ngày 30 tháng Sáu, 2024. Kế Hoạch Hành Động này sẽ cấp khoảng \$3 triệu cho quỹ HUD mới.

Vào ngày 25 tháng Tư, 2023, lúc 6:30 chiều, Hội Đồng Thành Phố cũng sẽ tổ chức một buổi Điều Trần Công Khai tại Phòng Hợp Hội Đồng, địa chỉ là 11300 Stanford Avenue, Garden Grove, để xem xét Kế Hoạch Hành Động cho niên khóa 2023-24.

Covid-19: Vui lòng không tham dự cuộc họp này nếu bạn đã tiếp xúc trực tiếp với người có kết quả xét nghiệm dương tính với Covid-19 hoặc nếu bạn đang có các triệu chứng như ho, hắt hơi, sốt, khó thở hoặc các triệu chứng cảm cúm khác.

Cơ Hội cho Công Chúng Xem Duyệt và Góp Ý

Từ ngày 24 tháng Ba, 2023 cho tới ngày 25 tháng Tư, 2023, Kế Hoạch Hành Động đề nghị cho niên khóa 2023-24 sẽ có sẵn để công chúng xem xét tại các địa điểm sau:

Vui lòng truy cập <https://ggcity.org/neighborhood-improvement/reports> để xem xét sửa đổi AP 2023-2024, và vui lòng gửi ý kiến trực tiếp bằng cách email cho ông Timothy Throne tại timothyt@ggcity.org.

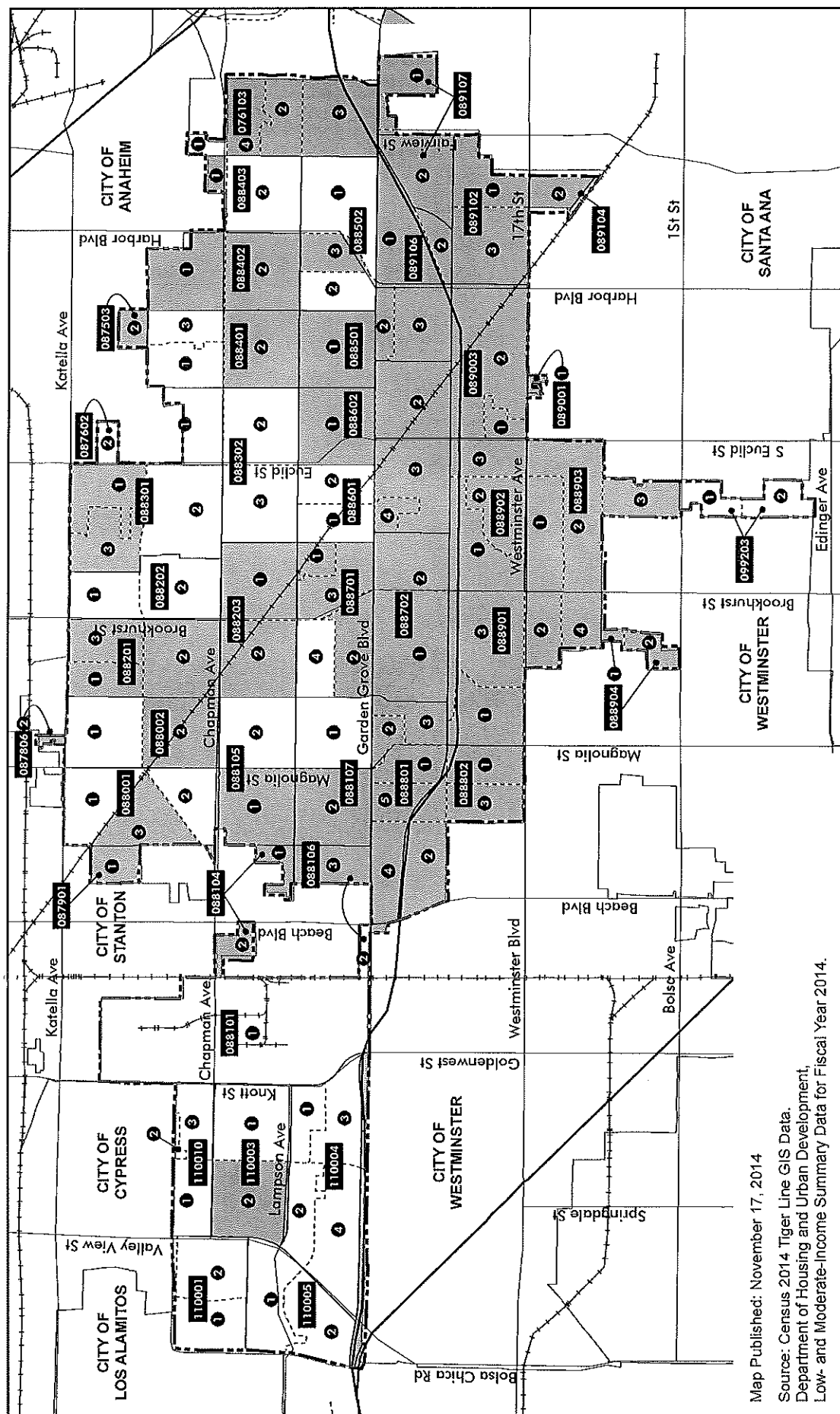
Phòng Phát triển Kinh tế và Cộng đồng sẽ chấp nhận các ý kiến bằng văn bản và bằng lời nói cho đến 3:00 giờ chiều ngày 25 tháng Tư, 2023. Vui lòng liên lạc ông Timothy Throne tại (714) 741-5144 nếu có bất kỳ câu hỏi hoặc nhận xét nào hoặc gửi qua email tại timothyt@ggcity.org.

/s/ Teresa Pomeroy
Thư Ký Thành Phố

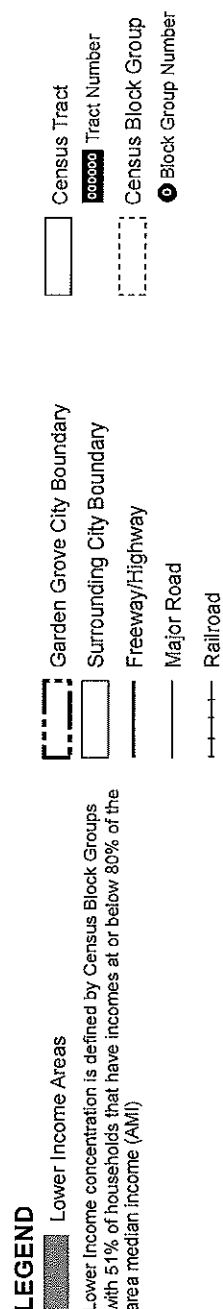
Ngày: 3/17/23
Ngày công bố: 3/24/23

APPENDIX B

MAPS OF PROJECTS



**City of Garden Grove
Lower Income Areas**
2015-2020 Consolidated Plan



APPENDIX C

EMERGENCY SOLUTIONS GRANT PROTOCOLS



GARDEN GROVE

City of Garden Grove

Protocols for Administering The Emergency Solutions Grant

City of Garden Grove

COMMUNITY DEVELOPMENT DEPARTMENT

NEIGHBORHOOD IMPROVEMENT DIVISION

11222 ACACIA PARKWAY

GARDEN GROVE, CA 92840

OVERVIEW

This document establishes protocols for administering the Emergency Solutions Program (ESG) and replaces previous protocols for the defunct Emergency Shelter Grants Program. The protocols herein incorporate changes in the ESG program pursuant to the Interim Rule (effective January 4, 2012), which established the regulations for the Emergency Solutions Grants Program (ESG). Unlike the former Emergency Shelter Grants Program that emphasized serving the needs of the homeless in emergency or transitional shelters, the focus of the ESG aims at “assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness” (Interim Rule, Federal Register / Vol. 76, No. 233. p. 75954).

Regulatory Authority. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, was promulgated on May 20, 2009, reauthorized and amended the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq) consolidating three homeless assistance programs into one grant program and revising the Emergency Shelter Grants program and renaming it as the Emergency Solutions Grants (ESG) program. The HEARTH Act also codifies into law the Continuum of Care planning process.

Effective January 4, 2012, the Homeless Emergency Assistance and Rapid Transition to Housing: Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments interim rule revised the regulations for the Emergency Shelter Grants program by establishing the regulations for the Emergency Solutions Grants program, which replaced the Emergency Shelter Grants program.

Objectives. The ESG Program provides funding to achieve these objectives:

- Engage homeless individuals and families living on the street;
- Improve the number and quality of emergency shelters for homeless individuals and families;
- Help operate these shelters;
- Provide essential services to shelter residents,
- Rapidly re-house homeless individuals and families, and
- Prevent families/individuals from becoming homeless.

Beneficiary Eligibility

City staff will ensure compliance by subrecipients with the minimum eligibility criteria for ESG beneficiaries:

- For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the “homeless” definition under 24 CFR 576.2, namely:

An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

- For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2.
 - (1) *An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:*
 - (i) *An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;*
 - (ii) *An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or*
 - (iii) *An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;*
 - (2) *An individual or family who will imminently lose their primary nighttime residence, provided that*
 - :(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;*
 - (ii) No subsequent residence has been identified; and*
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;*
 - (3) *Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:*
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);*
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;*
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and*
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or*

(4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing.

- For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter).
- For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103par. That is, those who meet the criteria under "At Risk of Homelessness", and who have an annual income below 30% of the median family income for the area. At Risk of Homelessness" means an individual or family who has an annual income below 30 percent of median family income for the area, as determined by HUD, and does not have sufficient resources or support networks.
- For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104, that is:

Program participants who meet the criteria under paragraph (1) of the "homeless" definition in § 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.

Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

Minimum Documentation. The following standards for documenting homelessness are to be monitored by City staff.

Persons living on the street	Certify that the persons served reside on the street.	Provision of services (e.g., outreach, food, health care, clothing) to persons who reside on the streets and not in shelters or other places meant for human habitation), require the outreach or service worker to sign and date a general certification that: <ul style="list-style-type: none">▪ verifies that the services are going to homeless persons, and▪ indicates where the persons served reside.
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Persons coming from living on the street (and into a place meant for human habitation)	Obtain information to indicate that the participant is coming from the street.	<p>You must verify that an individual is coming from the street through:</p> <ul style="list-style-type: none"> ▪ organizations or outreach workers who have assisted him/her in the past; ▪ determining where the resident receives assistance checks, if applicable; and/or ▪ other information regarding the participant's recent past activities. <p>Document your verification efforts! Your staff should prepare a statement that is then signed and dated.</p> <p>As a last resort, if you are unable to verify in this manner that the person is coming from living on the street, the participant or a staff member may prepare a short written statement about the participant's previous living place and have the participant sign the statement and date it.</p>
Persons coming from an emergency shelter Persons coming from a transitional housing	<p>Verify from the emergency shelter staff that the participant has been residing at the emergency shelter.</p> <p>Verify with the transitional housing staff that:</p> <ul style="list-style-type: none"> ▪ the participant has been residing at the transitional housing; and ▪ the participant was living on the streets or in an emergency shelter prior to living in the transitional housing facility or was discharged from an institution or evicted prior to living in the transitional housing and would have been homeless if not for the transitional housing. 	<p>You need to obtain from the referring agency a written, signed, and dated verification that the individual has been a resident of the emergency shelter.</p> <p>You must obtain from the referring agency two written, signed, and dated verifications:</p> <ul style="list-style-type: none"> ▪ a signed statement from the transitional housing staff indicating that the individual had been a resident there; and ▪ the referring agency's written, signed, and dated verification as to the individual's homeless status when he/she entered their program. <p>If the referring agency did not verify the individual's homeless status upon entry into their program, you will need to verify that status yourself. That is, in addition to the written, signed, and dated verification from the referring agency that the individual has been residing in the transitional housing, you need to verify their status upon entry into transitional housing and document that status according to the instructions here.</p> <p>(For example, if the person was living on the streets before moving into the transitional housing, you will need to obtain the documentation required under "Persons coming from living on the street" above).</p>
Persons being evicted from a private dwelling	Have evidence of the eviction proceedings.	<p>You need to obtain two types of information:</p> <ul style="list-style-type: none"> ▪ Documentation of: <ul style="list-style-type: none"> ✓ the income of the participant; ✓ what efforts were made to obtain housing; and ✓ why, without the homeless assistance, the participant would be living on the street or in an emergency shelter. ▪ Documentation of one of the following:

		<ul style="list-style-type: none"> ✓ For formal eviction proceedings, evidence that the participant was being evicted within the week before receiving homeless assistance; ✓ Where a participant's family is evicting, a signed and dated statement from a family member describing the reason for the eviction; ✓ Where there is no formal eviction process (in these cases, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control), two things are needed: <ul style="list-style-type: none"> ▪ a signed and dated statement from the participant describing the situation; and ▪ documentation and verification (through written, signed, and dated statements) of efforts to confirm that these circumstances are true.
Persons from a short term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter	Verify from the institution staff that the participant has been residing at the institution and was homeless before entering the institution	<p>You must obtain:</p> <ul style="list-style-type: none"> ▪ written verification from the situation's staff that the participant has been residing in the institution for less than 31 days; and ▪ information on the previous living situation. Preferably, this will be the institution's written, signed, and dated verification on the individual's homeless status when he/she entered the institution. If the institution's staff did not verify the individual's homeless status upon entry into the institution, you will need to verify that status yourself, according to the instructions above (i.e., if the person was living on the streets before moving into the institution, you will need to obtain the documentation required under "Persons coming from living on the street").
Persons being discharged from a longer stay in an institution	Verify from the institution staff that the participant has been residing at the institution and will be homeless if not provided with assistance.	<p>You need to obtain signed and dated:</p> <ul style="list-style-type: none"> ▪ evidence from the institution's staff that the participant was being discharged within the week before receiving homeless assistance; and ▪ documentation of the following: <ul style="list-style-type: none"> ✓ the income of the participant; ✓ what efforts were made to obtain housing; and ✓ why, without the homeless assistance, the participant would be living on the street or in an emergency shelter.
Persons fleeing domestic violence	Verify that the participant is fleeing a domestic violence situation.	You must obtain written, signed, and dated verification from the participant that he/she is fleeing a domestic violence situation.

If the participant is unable to prepare the verification, you may prepare a written statement about the participant's previous living situation, have the participant sign, and date it.

SALIENT ESG COMPONENTS

The following summarizes the five allowable ESG components and corresponding activities. Refer to **Exhibit 1** for a detailed summation of ESG components, activities and allowable costs.

- **Street Outreach.** Essential Services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services per 24 CFR 576.101 comprise the following:
 - ✓ Engagement,
 - ✓ Case management,
 - ✓ Emergency health and mental health services,
 - ✓ Transportation.
- **Emergency Shelter.** Per 24 CFR 576.102, ESG funds may be used to renovate a building to serve as an emergency shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost and type of renovation (major rehabilitation, conversion, or other renovation). Note: Property acquisition and new construction are ineligible.
 - ✓ Essential Services for individuals and families in emergency shelter. Component services generally consist of case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.
 - ✓ Shelter Operations, including maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings.
 - ✓ Relocation assistance for persons displaced by a project assisted with ESG funds.
 - ✓ **Homelessness Prevention.** Housing relocation and stabilization services and/or short and/or medium-term rental assistance necessary to prevent the individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in § 576.2.

Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing

stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

- **Rapid Re-Housing.** Housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in paragraph (1) of the “homeless” definition move as quickly as possible into permanent housing and achieve stability in that housing.

Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.

The following chart summarizes the ESG components and related activities:

Components	ESG Eligible Activities						
	Renovation/ Rehab	Essential Services	Operations	Housing Relocation & Stabilization/ Financial Assistance	Housing Relocation & Stabilization/ Financial Services	Rental Assistance	
Street Outreach		✓					
Shelter	✓	✓	✓				
Homeless Prevention				✓	✓	✓	
Rapid Re-Housing				✓	✓	✓	

ESG funds are also used for the following:

- **HMIS.** Grant funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107.
- **Administration.** Pursuant to 24 CFR 576.108., up to 7.5% of a recipient's fiscal year grant can be used for administrative activities, such as general management, oversight, coordination, and reporting on the program. State recipients must share administrative funds with their subrecipients who are local governments and may share with their subrecipients who are nonprofit organizations.

SALIENT MONITORING COMPONENTS

City staff will monitor subrecipients to ensure compliance with ESG requirements outlined below.

The Eligibility Evaluation form and the Subrecipient Agreement will include the following performance objective and performance outcome by ESG activity category.

ESG Activity Category in IDIS	Performance Objective		Performance Outcome	
	Create Suitable Living Environments	Provide Decent Affordable Housing	Availability/ Accessibility	Affordability
Shelter	✓		✓	
Street Outreach	✓		✓	
Homeless Prevention		✓		✓
Rapid Re-Housing		✓		✓

Obligation & Expenditure Deadlines

In accordance with 24 CFR 576.203, the City is to adhere to the following deadlines:

ESG Timeliness Requirement	Timeframe
Obligate funds (from the date HUD signs the grant agreement)	60 Days
Select subrecipient organizations	120 Days
Reimburse subrecipient organizations	30 Days
Expend all ESG funds	2 Years

In addition, an Emergency Shelter facility must be maintained and used for the homeless based upon minimum time periods (See 24 CFR 576.102(c)(1)) according to the types of activities assisted with ESG funds. Emergency Shelter Facilities (24 CFR 576.2) comprise facilities primarily intended to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which do not require occupants to sign leases or occupancy agreements.

Emergency Shelter Activities	Timeframe
Major Rehabilitation	10 years after the date the building is first occupied by a homeless individual or family after the completed Rehabilitation, if Rehabilitation costs exceed 75 percent (75%) of the value of the building before Rehabilitation. A recorded deed or use restriction is required.
Conversion	10 years after the date the building is first occupied by a homeless individual or family after the completed Conversion, if Conversion costs exceed 75 percent of the value of the building after Conversion. A recorded deed or use restriction is required.
Renovation	3 years after the date the building is first occupied by a homeless individual or family after the completed Renovation.
Shelter Operations or Essential Services	Term of the Standard Agreement, without regard to a particular site or structure, so long as the Applicant serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

GENERAL REQUIREMENTS

Along with monitoring activity eligibility, cost eligibility and proper documentation to support beneficiary eligibility, City staff will also ensure compliance with the following general requirements.

- **Uniform Administrative Requirement.** ESG regulations at 24 CFR 576.407(c) require the governmental agencies apply 24 CFR Part 85, except for 24 CFR 85.24 and 85.42, and program income is to be used as match under 24 CFR 85.25 (g). The requirements of 24 CFR Part 84 apply to Private Nonprofit subrecipients, except for 24 CFR 84.23 and 84.53, and program income is to be used as the non-Federal share under 24 CFR 84.24 (b).
- **Homeless Participation.** Under 24 CFR 576.405 the City is ensure subrecipients provide for the participation of not less than one homeless individual or formerly homeless individual on the Board of Directors or other equivalent policy-making entity, to the extent that the entity considers and makes policies and decisions regarding any facilities, services or other assistance that receives funding under ESG.
- **Program Termination.** The City will review the termination/denial policy in each subrecipient's Written Standards to verify that the following minimal components are included: a progressive discipline warning system, written notices, a formal appeal process, and consideration of the appeal by someone not involved in the original termination. Staff will also monitor each subrecipient's compliance with ESG regulations at 24 CFR 576.402 to ascertain whether persons or families receiving assistance who violate program requirements are terminated only in the most severe cases. The subrecipient is required to terminate assistance in accordance with a formal process that has been established and that recognizes the rights of individuals or families affected.

City staff will monitor compliance with the following area-wide systems coordination requirements pursuant to 24 CFR 576.400.

- **Consultation with CoCs.** Staff will assist subrecipients are to consult with the CoC to (1) determine how ESG funds will be allocated in that region; (2) identify the performance standards for evaluating the outcomes of projects and activities; and (3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate
- **Coordination with Other Targeted Homeless Services.** City staff will monitor subrecipients to verify that other programs are targeted to homeless people in the area covered by the CoC to provide a strategic, community-wide system to prevent and end homelessness for that area.
- **System and Program Coordination with Mainstream Resources.** The subrecipient is to coordinate and integrate ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.

- **Centralized or Coordinated Assessment.** Each ESG-funded subrecipient is to work with the CoC to ensure the screening, assessment and referral of participants are consistent with the Written Standards. A Victim Service Provider may choose not to use the CoC Centralized or Coordinated Assessment System.
- **Written Standards** .Once the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), Each subrecipient is to use the CoC's Written Standards.
- **Participation in HMIS.** The subrecipient is to ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the subrecipient is a Victim Service Provider or a Legal Services Provider, it may use a comparable database that collects client level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

City staff will monitor each subrecipient's compliance with other federal and state requirements set forth at 24 CFR 576.406-576.408.

- Per 24 CFR 576.407(a), the subrecipient is to adhere to the requirements in 24 CFR Part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 41701u, and implementing regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).
- **Faith-Based Activities.** Religious organizations may receive ESG funds if agreeable to providing all eligible ESG activities in a manner that is in accordance with 24 CFR 576.406. ESG funds may not be used for the rehabilitation of structures if those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the federal cost accounting requirements. Sanctuaries, chapels, or other rooms the religious congregation uses as its principal place of worship are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (See 24 CFR Parts 84 and 85).

- Organizations that are religious or faith-based are eligible to receive ESG funds but may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. Refer to 24 CFR 576.406 for additional details.
- **Affirmative Outreach.** As required under 24 CFR 576.407(b), the subrecipient is to establish procedures that ensure the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis.
- **Displacement, Relocation, and Acquisition.** In accordance with 24 CFR 576.408, the displacement of persons as a result of a Components/Activities assisted with ESG funds must be provided Relocation Assistance pursuant to the URA and 49 CFR Part 24. Temporary relocation is not permitted. No tenant occupant of housing (a dwelling unit) that is converted into an Emergency Shelter may be required to relocate temporarily for a Component/Activity assisted with ESG funds or be required to move to another unit in the same building/complex. The acquisition of real property, whether funded privately or publicly, for a Component/Activity assisted with ESG funds is subject to the URA and the federal government-wide regulations at 49 CFR Part 24, Subpart B. Refer to 24 CFR 576.408 for additional details.
- **Match.** City staff will monitor matching contributions from each subrecipient to verify that the amount of match equals the amount of ESG funds received per 24 CFR 576.201, and that the match sources include any federal source other than the ESG Program, as well as State, local, and private sources (see 24 CFR 576.201).
- **Shelter and Housing Standards.** City staff will require per 24 CFR 576.403 that any ESG-assisted shelter to meet minimum Habitability Standards. Shelters renovated with ESG funds, are to meet State or local government Safety and Sanitation Standards, as applicable, include energy-efficient appliances and materials, as well as incorporate lead-based paint remediation and disclosure requirements.
- **Recordkeeping and Reporting Requirements.** City staff will monitor subrecipients have written policies and procedures to ensure that ESG funds are used in accordance with requirements at 24 CFR 576.500. In addition, sufficient records must be established and maintained to enable HCD and HUD to determine whether ESG requirements are being met. Refer to for additional details. (24 CFR 576.500):
 - ✓ **Homeless status.** Follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status.
 - ✓ **At risk of homelessness status.** For each individual or family who receives ESG homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications.

- ✓ **Determinations of ineligibility.** For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
- ✓ **Annual income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year
 - Income evaluation form completed by the subrecipient; and
 - Source documents for the assets held by the program participant and income received over the most recent period (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
 - If source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
 - If source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is expected to receive over the 3-month period following the evaluation.
- ✓ **Program participant records.** In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
 - The services and assistance provided to program participant, including the security deposit, rental assistance, and utility payments made on behalf of the program participant;
 - Compliance with the applicable requirements for providing services and assistance to t program participant under the program components and eligible activities provisions at § 576.101 through §576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and
 - Where applicable, compliance with the termination of assistance requirement in § 576.402.
- ✓ **Centralized or coordinated assessment systems and procedures.** Documentation evidencing written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC.
- ✓ **Rental assistance agreements and payments.** The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- ✓ **Utility allowance.** The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

- ✓ **Shelter and housing standards.** Documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.
- ✓ **Emergency shelter facilities.** The amount and type of assistance provided to each emergency shelter.
- ✓ **Services and assistance provided.** Types of essential services, rental assistance, and housing stabilization and relocation services and the amounts spent on these services and assistance. Subrecipients that are units of general-purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general-purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- ✓ **Coordination with CoC and other programs.** Document their compliance with the requirements of § 576.400 for consulting with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.
- ✓ **HMIS.** Records of the participation in HMIS or a comparable database by all projects.
- ✓ **Matching.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- ✓ **Conflicts of interest.** Records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.
- ✓ **Homeless participation.** Document compliance with the homeless participation requirements under § 576.405.
- ✓ **Faith-based activities.** Document compliance with the faith-based activities requirements under § 576.406.
- ✓ **Other Federal requirements.** Document compliance with the Federal requirements in § 576.407, as applicable, including:
 - Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).
 - Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).
 - Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.

- Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.
- ✓ **Relocation.** Document compliance with the displacement, relocation, and acquisition requirements in § 576.408.
- ✓ **Financial records.**
 - Supportive documentation for all costs charged to the ESG grant.
 - Documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § 576.101-§576.109 and the cost principles in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230).
 - Records of the receipt and use of program income.
 - Documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.
- ✓ **Subrecipients and contractors.**
 - The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.
 - The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40-84.48.
 - The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- ✓ **Confidentiality.**
 - Written procedures to ensure:
 - ☐ All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
 - ☐ The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - ☐ The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - ☐ Written confidentiality procedures.
- ✓ **Period of record retention.** All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below.
 - ☐ Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;

- Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- ✓ **Access to records.**
- **Federal government rights.** Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.
 - **Public rights.** Provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.
 - **Reports.** The recipient must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The recipient must also comply with the reporting requirements in 24 CFR parts 85 and 91 and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in appendix A to 2 CFR part 170.

THE MONITORING PROCESS

Monitoring of ESG-assisted activities takes place on a quarterly and annual basis.

Quarter Reports

Each quarter, subrecipients submit an ESG Subgrantee Report (**Exhibit 2**), which City staff use to monitor performance measured against the requirements initially outlined in the Eligibility Evaluation (**Exhibit 3**) and Subrecipient Agreement (**Exhibit 4**).

Desk Audit

Desk reviews are done at the City and entail a review of reports and other documentation that are submitted to the City that help the City understand how well a project is managed, and whether it is achieving its goals and compliance obligations.

At the close of each program year, City staff issue a monitoring letter (**Exhibit 5: Monitoring Notification Letter: On-Site Visit** or **Exhibit 6: Annual Monitoring Notification Letter: Desk Audit**) will be sent to the subrecipient transmitting the following documents to be completed and returned to the City prior to the scheduled monitoring visit:

- **Monitoring Notification Letter: Desk Audit**
A Monitoring Notification Letter: Desk Audit will be sent to the owner/property manager detailing the salient terms of the Subrecipient Agreement that will be the source of monitoring.
- **Monitoring Checklist**
This report collects information as a basis for conclusions to be included in the Monitoring Summary letter and follow-up (**Exhibit 7: Monitoring Checklist**).
- **Monitoring Summary**
A Monitoring Summary Letter will be provided to the subrecipient that serves as the formal notification of the results of the monitoring. All negative conclusions will be considered a finding or concern with a specific required corrective action. A copy is retained in the Project monitoring file.
 - ✓ A “finding” is a deficiency in project performance evidencing an unmet statutory or regulatory requirement.
 - ✓ A “concern” relates to project performance-requiring improvement before becoming a finding.

The subrecipient is to provide a written response within 30 days of the date of the Monitoring Summary letter. Upon completion of all corrective actions, a letter is sent to the owner/property manager stating that the monitoring findings and concerns have been closed. A copy is retained in the Project monitoring file.

ON-SITE VISIT

On-site monitoring enables the City to conduct a more in-depth level of review than the desk review and entails a visit to the office of the owner or property manager to review documents and source information, as well as observe operations. On-site monitoring is necessary when the risk analysis or desk review suggests that there may be problems, or if a protracted period of time has elapsed since the last visit.

The following steps are to be taken when monitoring **on-site**:

- **Monitoring Notification Letter: On-Site Visit**

A Monitoring Notification Letter: On-Site Visit will be sent to the owner/property manager at least two weeks in advance of the monitoring visit. The letter will detail the salient terms of the Subrecipient Agreement that will be the source of monitoring. The letter will also notify the owner/property manager of the date and time of an interview that will be conducted to make sure that the owner and/or manager thoroughly understands the purpose, scope, and schedule for the monitoring.

In addition to the aforementioned reports, these items also are to be reviewed:

- **Monitoring Summary**

After the monitoring visit, a Monitoring Summary letter is forwarded to the subrecipient that serves as the formal notification of the results of the monitoring. All negative conclusions are considered a finding or concern with a specific required corrective action. If relevant, the letter may stipulate steps initiated by the owner/property manager to correct areas of noncompliance or nonperformance. A copy is retained in the Project monitoring file.

- ✓ A “finding” is a deficiency in project performance evidencing an unmet statutory or regulatory requirement.
- ✓ A “concern” relates to project performance requiring improvement before becoming a finding.

The owner/property manager is to provide a written response within 30 days of the date of the Monitoring Summary letter. Upon completion of all corrective actions, a letter is sent to the owner/property manager stating that the monitoring findings and concerns have been closed. A copy is retained in the Project monitoring file.

APPENDIX

- Exhibit 1:** Summary of Eligible Components, Activities and Expenses
- Exhibit 2:** ESG Subgrantee Report
- Exhibit 3:** Eligibility Evaluation
- Exhibit 4:** Subrecipient Agreement
- Exhibit 5:** Monitoring Notification Letter: On-Site Visit
- Exhibit 6:** Annual Monitoring Notification Letter: Desk Audit
- Exhibit 7:** Monitoring Checklist

Exhibit 1

Summary of Eligible Components, Activities and Expenses

Emergency Solutions Grants Program (ESG) funds may only reimburse cost directly related to the following ESG eligible expenditure program components:

- **Street Outreach** – Unsheltered individuals and families, meaning those who qualify under 24 CFR § 91.5 paragraph (1)(i) of the definition of “homelessness”. Essential Services to eligible participants provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach activities are eligible.
 - ✓ Essential Services – Services necessary to reach out to unsheltered homeless people; connect them with emergency shelters, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.
 - ✓ Engagement – activities to locate, identify, and build relationships with unsheltered homeless people for providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.
 - Initial assessment of needs and eligibility
 - Providing crisis counseling
 - Addressing urgent physical needs
 - Actively connecting and providing information and referral
 - Cell phone costs of outreach workers
 - ✓ Case Management – assessing housing and service needs and arranging/coordinating/ monitoring the delivery of individualized services.
 - Using the centralized or coordinated assessment system
 - Initial evaluation/verifying and document eligibility
 - Counseling
 - Developing/Securing/Coordinating Services
 - Helping obtain Federal, state, and local benefits
 - Monitoring/evaluating participant progress
 - Providing information and referral to other providers

- ☐ Developing an individualized housing/service plan
- ✓ Emergency Health Services – Outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.
 - ☐ Assessing participants' health problems and developing treatment plans
 - ☐ Assisting participants to understand their health needs
 - ☐ Providing or helping participants obtain appropriate emergency medical treatment
 - ☐ Providing medication and follow-up services
- ✓ Emergency Mental Health Services – Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.
 - ☐ Crisis Intervention
 - ☐ Prescription of psychotropic medications
 - ☐ Explain the use and management of medications
 - ☐ Combinations of therapeutic approaches to address multiple problems
- ✓ Transportation – Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.
 - ☐ Transporting unsheltered people to emergency shelters or other service facilities
 - ☐ Cost of a participant's travel on public transit
 - ☐ Mileage allowance for outreach workers to visit participants
 - ☐ Purchasing or leasing a vehicle for use in conducting outreach activities, including the cost of gas, insurance, taxes, and maintenance for the vehicle
 - ☐ Costs of staff to accompany or assist participant to use public transportation
- ✓ Services to Special Populations – Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless. For all eligible expenses, refer above under Street Outreach.
- **Emergency Shelter** (Includes Emergency Shelters, Transitional Housing & Day Centers) –eligible participants are individuals and families who are homeless. Essential Services to persons in emergency shelters, renovating buildings to be used as emergency shelters, and operating emergency

shelters are eligible costs. Staff costs related to carrying out emergency shelter activities are also eligible.

✓ Essential Services – Services provided to individuals and families who are in an emergency shelter:

□ Case Management – Assessing, arranging, coordinating, and monitoring individualized services.

- Using the centralized or coordinated assessment system
- Initial evaluation including verifying and documenting eligibility
- Counseling
- Developing, securing and coordinating services including Federal, State, and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault and stalking
- Developing an Individualized Housing and Service Plan

□ Childcare – “Licensed” childcare for program participants with children under the age of 13 or disabled children under the age of 18.

- Child care costs
- Meals and snacks
- Comprehensive and coordinated sets of appropriate developmental activities

□ Education Services – Instruction or training to enhance participants’ ability to obtain and maintain housing: literacy, English literacy, GED, consumer education, health education, and substance abuse prevention.

- Educational services/skill-building
- Screening, assessment, and testing
- Individual or group instruction
- Tutoring
- Provision of books, supplies and instructional material
- Counseling
- Referral to community resources

□ Employment Assistance and Job Training – Services assisting participants secure employment and job training programs.

- Classroom, online, and/or computer instruction
 - On the-job instruction
 - Job finding, skill-building
 - Reasonable stipends in employment assistance and job training programs
 - Books and instructional material
 - Employment screening, assessment, or testing
 - Structured job-seeking support
 - Special training and tutoring, including literacy training and pre-vocational training
 - Counseling or job coaching
 - Referral to community resources
- Outpatient Health Services – Direct outpatient treatment of medical conditions provided by licensed medical professionals.
- Assessing health problems and developing a treatment plan Emergency Solutions Grants Eligible Expense Guide
 - Assisting program participants to understand their health needs
 - Providing or helping participants obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services
 - Providing medication and follow-up services
 - Providing preventive and non-cosmetic dental care
- Legal Services – Necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing.
- Hourly fees for legal advice and representation by licensed attorneys and certain other fees-for-service
 - Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
 - Filing fees and other necessary court costs
- Legal Representation – Legal representation and advice to resolve legal problems that prevent participants from obtaining or retaining permanent housing.
- Child support
 - Guardianship
 - Paternity
 - Emancipation
 - Legal separation
 - Resolution of outstanding criminal warrants
 - Appeal of veterans and public benefit claim denials

- Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
- Life Skills Training – Critical life management skills necessary to assist the program participant to function independently in the community.
 - Budgeting resources
 - Managing money
 - Managing household
 - Resolving conflict
 - Shopping for food and needed items
 - Improving nutrition
 - Using public transportation
 - Parenting
- Mental Health Services – Direct outpatient treatment of mental health conditions by licensed professionals.
 - Crisis intervention
 - Individual, family, or group therapy sessions
 - Prescription of psychotropic medications or explanations about the use and management of medications
 - Combinations of therapeutic approaches to address multiple problems
- Substance Abuse Treatment Services – Substance abuse treatment provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors.
 - Client intake and assessment
 - Outpatient treatment for up to thirty days
 - Group and individual counseling
 - Drug testing
- Transportation – Costs of travel by program participants to and from medical care, employment, childcare, or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services.
 - Cost of program participant's travel on public transportation
 - Mileage allowance for service workers to visit participants
 - Purchasing or leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle

- Travel costs of staff to accompany or assist program participants to use public transportation
- Services for Special Populations – Otherwise eligible essential services tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats and people living with HIV/AIDS in emergency shelters.
 - See all eligible expenses above under Essential Services
- Rehabilitation and Renovation – Renovating buildings used as emergency shelter for homeless families and individuals.
 - Labor
 - Materials
 - Tools
 - Other costs for renovation, including soft costs
 - Major rehabilitation of an emergency shelter
 - Conversion of a building into an emergency shelter
- Shelter Operations – Costs to operate and maintain emergency shelter activities and also provide other emergency lodging when appropriate.
 - Maintenance (including minor or routine repairs)
 - Rent
 - Security
 - Fuel
 - Insurance
 - Utilities
 - Food
 - Furnishings
 - Equipment
 - Supplies necessary for the operation of emergency shelter activities
 - Hotel and motel voucher for family or individuals Note:* Hotel or motel vouchers are only eligible when no appropriate emergency shelter is available.
- Assistance Required under URA – Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as described in subpart E of the interim regulations.
 - Costs of providing URA assistance under 24 CFR § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds.

(Note: Persons that receive URA assistance are not considered “program participants” for the purposes of this part of ESG and relocation payments and other URA assistance are not considered “rental assistance” or “housing relocation and stabilization services” for the purposes of this part under ESG.

- **Homelessness Prevention** – individuals and families who are at imminent risk or at risk of homelessness, meaning those who qualify under 24 CFR 576.2 paragraph (1) of the homeless definition or those who qualify as at risk of homelessness. Individuals and families must have an income below 30% of AMI. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out homelessness prevention activities are also eligible.
- **Housing Relocation and Stabilization Services**
 - **Financial Assistance**
 - Moving Costs – moving costs, such as truck rental or hiring a moving company, including certain temporary storage fees.
 - Rent Application Fees – application fee that is charged by the owner to all applicants.
 - Security Deposit – equal to no more than 2 months’ rent.
 - Last Month’s Rent – paid to the owner of housing at the time security deposit and first month’s rent are paid.
 - Utility Deposit – standard utility deposit required by the utility company for all customers (i.e. gas, electric, water/sewage).
 - Utility Payments – up to 24 months of utility payments per participant per service (i.e. gas, electric, water/sewage), including a 1 time payment up to 6 months of arrearages, per service.
 - **Services**
 - Housing Search and Placement
 - Assessment of housing barriers, needs and preferences
 - Development of an action plan for locating housing
 - Housing search and outreach to and negotiation with owner
 - Assistance with submitting rental applications and understanding leases
 - Assessment of housing for compliance with ESG requirements for habitability, lead based paint and rent reasonableness
 - Assistance with obtaining utilities and making moving arrangements
 - Tenant counseling

- Housing Stability Case Management – Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability
 - Using the centralized or coordinated assessment system conduct the initial evaluation and reevaluation
 - Counseling
 - Developing, securing, and coordinating services including Federal, state, and local benefits
 - Monitoring and evaluating program participant progress
 - Providing information and referrals to other providers
 - Developing an Individualized Housing and Service Plan

- Mediation – Mediation between the program participant and the owner or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside.
 - Time and/or services associated with mediation activities

- Legal Services – legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing.
 - Hourly fees for legal advice and representation
 - Fees based on the actual service performed (i.e. fee for service), but only if the cost would be less than the cost of hourly fees
 - Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
 - Filing fees and other necessary court costs
 - Subrecipient's employees' salaries and other costs necessary to perform the series, if the subrecipient is a legal services provider and performs the services itself

- Legal Representation may be provided for:
 - Landlord/tenant matters
 - Child support
 - Guardianship
 - Paternity
 - Emancipation
 - Legal Separation
 - Resolution of outstanding criminal warrants
 - Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking

- Appeal of veterans and public benefit claim denials
 - Credit Repair – services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems (Note: Assistance cannot include the payment or modification of a debt).
 - Credit counseling
 - Other related Services
- Short and Medium-Term Rental Assistance
 - Short-Term Rental Assistance -up to 3 months
 - Medium-Term Rental Assistance – 4 to 24 months
 - Payment of Rental Arrears – Onetime payment up to 6 months, including any late fees on those arrears
 - Any Combination of the Three Types of Rental Assistance Above – Total not to exceed 24 months during any 3-year period, including any payment for last month's rent.
- **Rapid Re-Housing** – individuals and families who are literally homeless, meaning those who qualify under 401(1) McKinney-Vento Act of the definition of homeless. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out Rapid Re-Housing activities are also eligible.
 - ✓ Relocation and Stabilization Services above.
 - ✓ Short and Medium-Term Rental Assistance – See Short and Medium-Term Rental Assistance above.
- **HMIS** – the HEARTH Act makes HMIS participation a statutory requirement for ESG subrecipients. Victim service providers cannot and Legal Services Organizations may choose not to, participate in HMIS. Providers that do not participate in HMIS must use a comparable database that produces unduplicated, aggregate reports instead. Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS.
 - ✓ Hardware, Equipment and Software Costs
 - Purchasing or leasing computer software
 - Purchasing software or software licenses
 - Purchasing or leasing equipment, including telephones, faxes, and furniture

✓ Staffing: Paying salaries for operating HMIS, including:

- ☐ Data collection
- ☐ Completing data entry
- ☐ Monitoring and reviewing data quality
- ☐ Completing data analysis
- ☐ Reporting to the HMIS Lead
- ☐ Training staff on using the HMIS or comparable database
- ☐ Implementing and complying with HMIS requirements

✓ Training and Overhead

- ☐ Obtaining technical support
- ☐ Leasing office space
- ☐ Paying charges for electricity, gas, water, phone service and high-speed data transmission necessary to operate or contribute data to HMIS
- ☐ Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act
- ☐ Paying staff travel costs to conduct intake
- ☐ Paying participation fees charged by the HMIS Lead

▪ **Administration**

✓ General Management / Oversight / Coordination – Costs of overall program management, coordination, monitoring, and evaluation

- ☐ Administrative services performed under third party contracts or agreements, including general legal services, accounting services, and audit services
- ☐ Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space
- ☐ Staff salaries, wages, and related costs of staff engaged in eligible program administration activities

✓ Training on ESG Requirements

- ☐ Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings

✓ Consolidated Plan

- Costs of preparing and amending the ESG and homelessness related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91

✓ Environmental Review

- Costs of carrying out the environmental review responsibilities under 24 CFR § 576.407 of the HUD regulations

▪ **Ineligible Costs.**

✓ Emergency Shelter

- Legal Services Ineligible Costs:

- Legal Services for immigration and citizenship matters
- Issues related to mortgages
- Retainer fee arrangements and contingency fee arrangements
- Substance abuse treatment services for inpatient detoxification and other inpatient drug or alcohol treatment are ineligible costs

✓ Homelessness Prevention and Rapid Re-housing

- Housing Relocation and Stabilization Services Ineligible Costs:

- Payment of temporary storage fees in arrears
- No financial assistance to a household for a purpose and time period supported by another public source
- Credit Repair assistance does not include the payment or modification of a debt

- Rental Assistance Ineligible Cost:

- Late payment penalties.

✓ Administration

- General management / Oversight / Coordination Ineligible Cost:

Purchase of office space.

Exhibit 2

ESG Subgrantee Report

(See Attachment)

Exhibit 3

Eligibility Evaluation

<u>PROJECT INFORMATION</u>		
APPLICANT CONTACT INFORMATION	Agency/Program:	
	Contact Person/Title:	
	Street Address:	
	City, State, Zip:	
	Telephone & Email:	
PROJECT DESCRIPTION	This program funds ----	
OUTCOME STATEMENT	During FY 2014-15, the subrecipient will implement the ---- Program to assist ---- persons.	
OBJECTIVE CATEGORY	<input type="checkbox"/> Suitable Living Environment <input checked="" type="checkbox"/> Decent Housing <input type="checkbox"/> Economic Opportunity <input type="checkbox"/> NA	
OUTCOME CATEGORY	<input checked="" type="checkbox"/> Availability/Accessibility <input type="checkbox"/> Affordability <input type="checkbox"/> Sustainability <input type="checkbox"/> NA	
PERFORMANCE INDICATOR	<input checked="" type="checkbox"/> New (continuing) Access <input type="checkbox"/> NA <input type="checkbox"/> Improved Access <input type="checkbox"/> Receiving a service or benefit no longer substandard	
PROJECT LOCATION (See Attached Map):		

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Street Outreach				
<input type="checkbox"/> Essential Services (24 CFR 576.101). Includes the provision of Essential Services to unsheltered homeless individuals (those who qualify under 24 CFR 91.5 paragraph (1)(i) of the definition of "homelessness"); connect the homeless with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless individuals unwilling or unable to access emergency shelter, housing or an appropriate health facility.	<input type="checkbox"/>	Engagement. The cost of activities to locate, identify, and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.		<input type="checkbox"/> Initial assessment of needs and eligibility <input type="checkbox"/> Providing crisis counseling <input type="checkbox"/> Addressing urgent physical needs <input type="checkbox"/> Actively connecting and providing information and referral <input type="checkbox"/> Cell phone costs of outreach workers
	<input type="checkbox"/>	Case Management. Assessing housing and service needs and arranging/coordinating/ monitoring the delivery of individualized services.		<input type="checkbox"/> Initial evaluation/verifying and document eligibility <input type="checkbox"/> Counseling <input type="checkbox"/> Developing/Securing/Coordinating Services <input type="checkbox"/> Helping obtain Federal, state, and local benefits <input type="checkbox"/> Monitoring/evaluating participant progress <input type="checkbox"/> Providing information and referral to other providers <input type="checkbox"/> Developing an individualized housing/service plan
	<input type="checkbox"/>	Emergency Health Services. Outpatient treatment of urgent medical conditions by licensed medical professionals in community based settings (e.g. streets, parks, and campgrounds) to eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.		<input type="checkbox"/> Assessing participants' health problems and developing treatment plans <input type="checkbox"/> Assisting participants to understand their health needs <input type="checkbox"/> Providing or helping participants obtain appropriate emergency medical treatment <input type="checkbox"/> Providing medication and follow-up services
	<input type="checkbox"/>	Emergency Health Services and Emergency Mental Health Services. Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g. streets, parks, and campgrounds) to eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility		<input type="checkbox"/> Crisis Intervention <input type="checkbox"/> Prescription of psychotropic medications <input type="checkbox"/> Explain the use and management of medications <input type="checkbox"/> Combinations of therapeutic approaches to address multiple problems

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity	Allowable Costs
Street Outreach (continued)			
<input type="checkbox"/> \		<input type="checkbox"/> Transportation. Travel by outreach workers, social workers, medical professionals or other service providers while providing eligible street outreach services	<input type="checkbox"/> LMA Transporting unsheltered people to emergency shelters or other service facilities <input type="checkbox"/> Cost of a participant's travel on public transit <input type="checkbox"/> Mileage allowance for outreach workers to visit participants <input type="checkbox"/> Purchasing or leasing a vehicle for use in conducting outreach activities, including the cost of gas, insurance, taxes, and maintenance for the vehicle <input type="checkbox"/> Costs of staff to accompany or assist participant to use public transportation
		<input type="checkbox"/> Services to Special Populations. Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.	<input type="checkbox"/> Identify specific costs; all eligible expenses above under Street Outreach

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers)				
<input type="checkbox"/> Essential Services. Provided to persons in emergency shelters, renovating buildings to be used as emergency shelters, and operating emergency shelters	<input type="checkbox"/>	Case Management. Assessing, arranging, coordinating, and monitoring individualized services.	<input type="checkbox"/>	<input type="checkbox"/> Using the centralized or coordinated assessment system <input type="checkbox"/> Initial evaluation including verifying and documenting eligibility <input type="checkbox"/> Counseling <input type="checkbox"/> Developing, securing and coordinating services including Federal, State, and local benefits <input type="checkbox"/> Monitoring and evaluating program participant progress <input type="checkbox"/> Providing information and referrals to other providers <input type="checkbox"/> Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault and stalking <input type="checkbox"/> Developing an Individualized Housing and Service Plan
	<input type="checkbox"/>	Child Care. "Licensed" child care for program participants with children under the age of 13 or disabled children under the age of 18.	<input type="checkbox"/>	<input type="checkbox"/> Child care costs <input type="checkbox"/> Meals and Snacks <input type="checkbox"/> Comprehensive coordinated sets of appropriate developmental activities
	<input type="checkbox"/>	Education Services. Instruction or training to enhance participants' ability to obtain and maintain housing: literacy, English literacy, GED, consumer education, health education and substance abuse prevention.	<input type="checkbox"/>	<input type="checkbox"/> Educational services/skill-building <input type="checkbox"/> Screening, assessment, and testing <input type="checkbox"/> Individual or group instruction <input type="checkbox"/> Tutoring <input type="checkbox"/> Provision of books, supplies and instructional material <input type="checkbox"/> Counseling <input type="checkbox"/> Referral to community resources
	<input type="checkbox"/>	Employment Assistance and Job Training. Services assisting participants secure employment and job training programs.	<input type="checkbox"/>	<input type="checkbox"/> Classroom, online, and/or computer instruction <input type="checkbox"/> On the-job instruction <input type="checkbox"/> Job finding, skill-building <input type="checkbox"/> Reasonable stipends in employment assistance job training programs <input type="checkbox"/> Books and instructional material <input type="checkbox"/> Employment screening, assessment, or testing <input type="checkbox"/> Structured job-seeking support <input type="checkbox"/> Special training, tutoring including literacy training, re-vocational training <input type="checkbox"/> Counseling or job coaching <input type="checkbox"/> Referral to community resources

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers) (continued)				
		<input type="checkbox"/> Outpatient Health Services. Direct outpatient treatment of medical conditions provided by licensed medical professionals.		<input type="checkbox"/> Assessing health problems and developing a treatment plan <input type="checkbox"/> Providing or helping participants obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services <input type="checkbox"/> Providing medication and follow-up services <input type="checkbox"/> Providing preventive and non-cosmetic dental care
		<input type="checkbox"/> Legal Services. Necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing		<input type="checkbox"/> Hourly fees for legal advice and representation by licensed attorneys and certain other fees-for-service <input type="checkbox"/> Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling <input type="checkbox"/> Filing fees and other necessary court costs
		<input type="checkbox"/> Legal Representation. Legal representation and advice to resolve legal problems that prevent participants from obtaining or retaining permanent housing.		<input type="checkbox"/> Child support <input type="checkbox"/> Guardianship <input type="checkbox"/> Paternity <input type="checkbox"/> Emancipation <input type="checkbox"/> Legal separation <input type="checkbox"/> Resolution of outstanding criminal warrants <input type="checkbox"/> Appeal of veterans and public benefit claim denials <input type="checkbox"/> Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
		<input type="checkbox"/> Life Skills Training. Critical life management skills necessary to assist the program participant to function independently in the community.		<input type="checkbox"/> Budgeting resources <input type="checkbox"/> Managing money <input type="checkbox"/> Managing household <input type="checkbox"/> Resolving conflict <input type="checkbox"/> Shopping for food and needed items <input type="checkbox"/> Improving nutrition <input type="checkbox"/> Using public transportation <input type="checkbox"/> Parenting

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers) (continued)				
..	<input type="checkbox"/>	Mental Health Services. Direct outpatient treatment of mental health conditions by licensed professionals		<input type="checkbox"/> Crisis intervention <input type="checkbox"/> Individual, family, or group therapy sessions <input type="checkbox"/> Prescription of psychotropic medications or explanations about the use and management of medications <input type="checkbox"/> Combinations of therapeutic approaches to address multiple problems
	<input type="checkbox"/>	Substance Abuse Treatment Services. Substance abuse treatment provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors		<input type="checkbox"/> Client intake and assessment <input type="checkbox"/> Outpatient treatment for up to thirty days Group and individual counseling <input type="checkbox"/> Drug testing
	<input type="checkbox"/>	Transportation. Costs of travel by program participants to and from medical care, employment, child care, or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services.		<input type="checkbox"/> Cost of program participant's travel on public transportation <input type="checkbox"/> Mileage allowance for service workers to visit participants <input type="checkbox"/> Purchasing or leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle <input type="checkbox"/> Travel costs of staff to accompany or assist program participants to use public transportation
	<input type="checkbox"/>	Services for Special Populations. Otherwise eligible essential services tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats and people living with HIV/AIDS in emergency shelters.		<input type="checkbox"/> See all eligible expenses above under Essential Services
	<input type="checkbox"/>	Rehabilitation and Renovation. Renovating buildings to be used as emergency shelter for homeless families and individuals.		<input type="checkbox"/> Labor <input type="checkbox"/> Materials <input type="checkbox"/> Tools <input type="checkbox"/> Other costs for renovation, including soft costs <input type="checkbox"/> Major rehabilitation of an emergency shelter <input type="checkbox"/> Conversion of a building into an emergency shelter

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Emergency Shelter (Includes Emergency Shelters, Transitional Housing & Day Centers) (continued)				
<input type="checkbox"/> Shelter Operations	<input type="checkbox"/>	Shelter Operations. Costs to operate and maintain emergency shelter activities and also provide other emergency lodging when appropriate. * <i>*Hotel or motel vouchers are only eligible when no appropriate emergency shelter is available</i>	<input type="checkbox"/>	Maintenance (including minor or routine repairs) <input type="checkbox"/> Rent <input type="checkbox"/> Security <input type="checkbox"/> Fuel <input type="checkbox"/> Insurance <input type="checkbox"/> Utilities <input type="checkbox"/> Food <input type="checkbox"/> Furnishings <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies necessary for the operation of emergency shelter activities
<input type="checkbox"/> Assistance Required under URA.	<input type="checkbox"/>	Assistance Required under URA. Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as described in subpart E of the interim regulations	<input type="checkbox"/>	Costs of providing URA assistance under 24 CFR § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. * <i>*Persons that receive URA assistance are not considered "program participants" for the purposes of this part of ESG and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part under ESG.</i>

ACTIVITY ELIGIBILITY (check at least one)		Allowable		Allowable
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applicable category)		Activity	Costs
Homelessness Prevention (24 CFR 576.103) and Rapid Re-Housing (24 CFR 576.104)			
<input type="checkbox"/>	Housing Relocation and Stabilization Services	<input type="checkbox"/> Financial Assistance	<input type="checkbox"/> Moving Costs. Moving costs, such as truck rental or hiring a moving company, including certain temporary storage fees. <input type="checkbox"/> Rent Application Fees. Application fee that is charged by the owner to all applicants. <input type="checkbox"/> Security Deposit. Equal to no more than 2 months' rent. <input type="checkbox"/> Last Month's Rent. Paid to the owner of housing at the time security deposit and first month's rent are paid. <input type="checkbox"/> Utility Deposit. Standard utility deposit required by the utility company for all customers (i.e. gas, electric, water/sewage). <input type="checkbox"/> Utility Payments. Up to 24 months of utility payments per participant per service (i.e. gas, electric, water/sewage), including a 1 time payment up to 6 months of arrearages, per service.
		<input type="checkbox"/> Services: Housing Search and Placement:	<input type="checkbox"/> Assessment of housing barriers, needs and preferences <input type="checkbox"/> Development of an action plan for locating housing <input type="checkbox"/> Housing search and outreach to and negotiation with owner <input type="checkbox"/> Assistance with submitting rental applications and understanding leases <input type="checkbox"/> Assessment of housing for compliance with ESG requirements for habitability, lead based paint, and rent reasonableness <input type="checkbox"/> Assistance with obtaining utilities and making moving arrangements <input type="checkbox"/> Tenant counseling <input type="checkbox"/> Assessment of housing barriers, needs and preferences
		<input type="checkbox"/> Housing Stability Case Management. Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability	<input type="checkbox"/> Using the centralized or coordinated assessment system conduct the initial evaluation and reevaluation

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity		Allowable Costs
Homelessness Prevention (24 CFR 576.103) and Rapid Re-Housing (24 CFR 576.104) (continued)				
				<input type="checkbox"/> Counseling <input type="checkbox"/> Developing, securing, and coordinating services including Federal, state, and local benefits <input type="checkbox"/> Monitoring and evaluating program participant progress <input type="checkbox"/> Providing information and referrals to other providers <input type="checkbox"/> Developing an Individualized Housing and Service Plan
		Services: Mediation.		<input type="checkbox"/> Time and/or services associated with mediation activities between the program participant and the owner or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside.
		<input type="checkbox"/> Legal Services. Legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing		<input type="checkbox"/> Hourly fees for legal advice and representation <input type="checkbox"/> Fees based on the actual service performed (i.e. fee for service), but only if the cost would be less than the cost of hourly fees <input type="checkbox"/> Client intake, preparation of cases for trial, provision of legal advice, representation at hearings and counseling
		<input type="checkbox"/> Services: Legal Representation		<input type="checkbox"/> Landlord/tenant matters <input type="checkbox"/> Child support <input type="checkbox"/> Guardianship <input type="checkbox"/> Paternity <input type="checkbox"/> Emancipation <input type="checkbox"/> Legal Separation <input type="checkbox"/> Resolution of outstanding criminal warrants <input type="checkbox"/> Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault and stalking

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity	Allowable Costs
Homelessness Prevention (24 CFR 576.103) and Rapid Re-Housing (24 CFR 576.104) (continued)			
<input type="checkbox"/>		<input type="checkbox"/> Services: Credit Repair. Services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems* <i>* Assistance cannot include the payment or modification of a debt.</i>	<input type="checkbox"/> Credit counseling <input type="checkbox"/> Other related Services
<input type="checkbox"/>	Short and Medium-Term Rental Assistance	<input type="checkbox"/> Short-Term Rental Assistance. Extended up to 3 months	<input type="checkbox"/> Rental Assistance: rental assistance and rental arrears <input type="checkbox"/> rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
		<input type="checkbox"/> Medium-Term Rental Assistance. Extended 4 to 24 months	
		<input type="checkbox"/> Payment of Rental Arrears. Onetime payment up to 6 months, including any late fees on those arrears	
		<input type="checkbox"/> Any Combination of the Three Types of Rental Assistance Above. Total not to exceed 24 months during any 3 year period, including any payment for last month's rent.	
HMIS (24 CFR 576.107)			
<input type="checkbox"/>	HMIS. The HEARTH Act makes HMIS participation a statutory requirement for ESG subrecipients. Activities funded under this component must comply with HUD's standards on participation, data collection and reporting under a local HMIS.	<input type="checkbox"/> Hardware, Equipment and Software Costs	<input type="checkbox"/> Purchasing or leasing computer software <input type="checkbox"/> Purchasing software or software licenses <input type="checkbox"/> Purchasing or leasing equipment, including telephones, faxes, and furniture
		<input type="checkbox"/> Staffing: Paying salaries for operating HMIS	<input type="checkbox"/> Data collection <input type="checkbox"/> Completing data entry <input type="checkbox"/> Monitoring and reviewing data quality <input type="checkbox"/> Completing data analysis <input type="checkbox"/> Reporting to the HMIS <input type="checkbox"/> Training staff on using the HMIS or comparable database <input type="checkbox"/> Implementing and complying with HIMIS requirements

ACTIVITY ELIGIBILITY (check at least one applicable category)		Allowable Activity	Allowable Costs
HMIS (24 CFR 576.107) (continued)			
	<input type="checkbox"/>	Training and Overhead	<input type="checkbox"/> Obtaining technical support <input type="checkbox"/> Leasing office space <input type="checkbox"/> Paying charges for electricity, gas, water, phone service and high speed data transmission necessary to operate or contribute data to HMIS <input type="checkbox"/> Paying costs of staff to travel to and attend HUD-sponsored and HUD approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act <input type="checkbox"/> Paying staff travel costs to conduct intake <input type="checkbox"/> Paying participation fees charged by the HMIS

Is the project an ineligible activity? (Double-check that it is none of the following.) (570.207)	
<input type="checkbox"/>	Emergency Shelter Legal Services:
<input type="checkbox"/>	Legal Services for immigration and citizenship matters
<input type="checkbox"/>	Issues related to mortgages
<input type="checkbox"/>	Retainer fee arrangements and contingency fee arrangements
<input type="checkbox"/>	Substance abuse treatment services for inpatient detoxification and other inpatient drug or alcohol treatment are ineligible costs
<input type="checkbox"/>	Homelessness Prevention and Rapid Re-housing/ Housing Relocation and Stabilization Services:
<input type="checkbox"/>	Payment of temporary storage fees in arrears
<input type="checkbox"/>	No financial assistance to a household for a purpose and time period supported by another public source
<input type="checkbox"/>	Credit Repair assistance does not include the payment or modification of a debt
<input type="checkbox"/>	Rental Assistance
<input type="checkbox"/>	Late payment penalties.
<input type="checkbox"/>	Administration
<input type="checkbox"/>	General management / Oversight / Coordination
<input type="checkbox"/>	Purchase of office space.
<input type="checkbox"/>	Bad debts (e.g., late fees shown on invoices), , grant writing, public relations events, staff training, attending conferences, advertising, and entertainment

PROJECT FUNDING/ MATCHING REQUIREMENT (24 CFR 576.201)		
Subrecipient's estimated cost:		
Recommended ESG funding:		
Match sources (amount & source):*		
*Matching contributions in an amount that equals the amount of ESG funds applied for, and awarded. Matching		

contributions may be obtained from any source, including any federal source other than the ESG Program, as well as State, local, and private sources.		
ESG share of City's estimated total cost		
CONSOLIDATED OR ACTION PLAN		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the project consistent with a priority need or objective identified in the Consolidated Plan? If not, a Plan amendment will be needed, following the Citizen Participation Plan. Identify the priority:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the project identified in the current Action Plan or as a previous Action Plan activity for which there are still sufficient funds? If not, if this is a "substantial amendment" per the Citizen Participation Plan, a Plan amendment will be needed to implement the project.	
CONTINUUM OF CARE CONSULTATION (24 CFR 576.400(a))		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Project is consistent with local CoC: (1) determine how ESG funds will be allocated in that region; (2) identify the performance standards for evaluating the outcomes of projects and activities; and (3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate (24 CFR 576.400(a)).	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Subrecipient has coordinated and integrated, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the CoC to provide a strategic, community-wide system to prevent and end homelessness for the area (24 CFR 576.400(c)).	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Subrecipient has coordinated and integrated, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible (24 CFR 576.400(d)).	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	If the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), is the subrecipient using those written standards.	
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA	If the CoC has not yet established its Written Standards, has subrecipient established and applied written standards for providing ESG Assistance per 24 CFR 576.400 (e)(2)(3).	
Participation in HMIS		
<input type="checkbox"/> Yes <input type="checkbox"/> No	The subrecipient has ensured that data on all persons served and all activities assisted under ESG are entered into the HMIS. If subrecipient is a Victim Service Provider or a Legal Services Provider, it may use a comparable database that collects client level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS (24 CFR 576.400(f)).	

RECOMMENDATION AND COMMENTS			
<u>Comments:</u>			

PREPARER'S SIGNATURE			
Signature:		Date:	
Name:		Title:	

CITY REVIEWER SIGNATURE			
Signature:		Date:	
Name:		Title:	

CITY REVIEWER SIGNATURE			
Signature:		Date:	
Name:		Title:	

ATTACHMENTS			
.			

Exhibit 4

Subrecipient Agreement

**EMERGENCY SOLUTIONS GRANT PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF GARDEN GROVE
AND (Insert Organization)
FOR (Insert activities that are being funded)**

This agreement is made and entered into this (Insert date), by and between the CITY OF GARDEN GROVE, a municipal corporation of the State of California, hereinafter referred to as "CITY," and (Insert name of Subrecipient), a nonprofit corporation under the laws of the State of California, hereinafter referred to as "SUBRECIPIENT."

RECITALS

The following recitals are a substantive part of this agreement:

1. The CITY has applied for and received funds, Community Development Block Grant (CDBG), CFDA No. 14.218, and Emergency Solution Grant (ESG), CFDA No. 14.231, from the U.S. Department of Housing and Urban Development (HUD) under subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act of 1974, (42 U.S.C. 11371-11378); and
2. The CITY's Annual Action Plan submitted to HUD includes the PROJECT described herein and indicates that a portion of the funds, received from HUD shall be allocated to SUBRECIPIENT; and
3. HUD has accepted and certified the aforementioned Annual Action Plan; and
4. The CITY wishes to engage the SUBRECIPIENT to provide (Insert activities that are being funded) , as set forth in CITY's Annual Action Plan, in accordance with the Scope of Services (Attachment A) of this agreement (the "PROJECT"); and
5. The provision of this service is an eligible expenditure of available Emergency Solutions Grant (ESG) Program funds, Catalogue of Federal Domestic Assistance (CFDA) 14.231, of the CITY, required to carry out the purpose of the ESG Program under 24 CFR 576.1.

AGREEMENT

The parties mutually agree as follows:

1. **Term of Agreement.** This agreement shall cover services rendered from (Insert start date of agreement) until (Insert date that the contract will expire). The term of this agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of ESG funds or other assets, including program income. Subrecipient shall remain obligated to perform such duties as would normally extend beyond the end date of reimbursable activities, including, but not limited to, indemnification, audits, reporting, and accounting.
2. **Services to be Provided.** As a condition of receiving ESG funding pursuant to this agreement, the SUBRECIPIENT shall perform all the services necessary to administer the PROJECT as described in the CITY's Annual Action Plan and as set forth in the Scope of Services described in Attachment A to this agreement, a copy of which is attached hereto

and incorporated herein by this reference. The Scope of Services includes the following components:

- 2.1 Activities. The SUBRECIPIENT will be responsible for administering the services with Fiscal (Insert year) ESG Program funds to qualified Garden Grove residents in a manner satisfactory to the CITY and consistent with any and all standards required as a condition of providing these funds, the terms of this agreement, and all applicable Federal, State and local laws, guidelines, policies and regulations.
 - a. Program Delivery. The Scope of Services includes a description of each activity eligible under the ESG Program, the products or services to be performed, where they are to be provided, for whom they are to be provided, and how many they are to be provided.
 - b. General Administration. A description of the SUBRECIPIENT's general administrative services to be performed in support of the activities is noted in the Scope of Services. A schedule for the completion of these services and goals is included in the Scope of Services. The services will include activities eligible under the ESG Program.
- 2.2 The Eligible Expense Guide The Eligible Expense Guide, attached hereto as Attachment B and incorporated herein by reference, details what activities are eligible for reimbursement with ESG funds, and includes the following components:
 - a. Eligible Activities. A complete description of each activity eligible under the ESG Program, the products or services to be performed, where the services are to be provided and for how long services are to be provided.
 - b. Participant Qualifications. A description of client qualification to receive ESG services, including the definitions of "at risk" and "homeless", and maximum gross household income.
- 2.3 Emergency Solutions Program Objectives. All activities funded with ESG funds are limited to ones that increase the number and quality of emergency shelters and transitional housing facilities for homeless individuals and families and to operate these facilities, and provide essential social services, homelessness prevention and rapid rehousing services.
- 2.4 Level of Accomplishment-Goals and Performance Measures. The Scope of Services includes measurements for each activity per quarter and year-to-date.
- 2.5 Performance Monitoring. The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by the CITY will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, Agreement suspension or termination procedures will be initiated.

3. Disbursement of Funds. SUBRECIPIENT shall receive ESG Funds as follows:

- 3.1 Amount. It is expressly agreed and understood that the total amount to be paid by the CITY under this agreement shall not exceed (Insert amount funded to

Subrecipient). Payment may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with the standard specified in 2 CFR Part 200.

3.2 **Not to Exceed.** ESG Funds under this agreement shall not exceed **(Insert amount funded)**. If the costs of services provided exceed **(Insert amount funded)**, the SUBRECIPIENT shall pay all additional costs. If the cost of services provided is less than **(Insert amount funded)**, the CITY shall retain all unused funds.

3.3 **Budget.** Drawdowns for the payment of eligible expenses shall be made in accordance with the line item budgets specified in the Project Budget set forth in Attachment A hereto, and in accordance with the payment procedures set forth in Section 5.10 of this agreement.

3.4 **Prohibition of Subrecipient Income from ESG Funds.** Subrecipient agrees that it shall not use ESG Funds in any manner which shall provide income to Subrecipient, other than Program Income. Any earned interest income on funds generated through the use of investment of funds received from ESG shall be cause, at the discretion of the City, for recapture of such income and/or the full amount of funds originally granted to Subrecipient.

4. General Conditions. During the performance of this agreement, the SUBRECIPIENT agrees as follows:

4.1 **General Compliance.** The SUBRECIPIENT agrees to comply with applicable Uniform Administrative Requirements of Title 2 of the Code of Federal Regulations as well as the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning the Emergency Solutions Grant Program (ESG) including 24 CFR 576.407 of these regulations, except that (1) the SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 576.407 (d) and (2) the SUBRECIPIENT does not assume the recipient's responsibility for initiating the environmental review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

Subrecipient shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement or the ESG Program, including all Cal/OSHA requirements, and shall give all notices required by law. Subrecipient shall be liable for all violations of such laws and regulations in connection with performing work related to the Agreement or ESG Program. If Subrecipient performs any work or services in violation of such laws, rules, and regulations, Subrecipient shall be solely responsible for all penalties and costs arising therefrom. Subrecipient shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

4.2. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or mailed to the below listed addresses,

or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of CITY is as follows:

With One (1) Copy to:

City of Garden Grove
Attn: Neighborhood Improvement
Division, 3rd Floor
Community and Economic
Development Department
11222 Acacia Parkway
Garden Grove, CA 92840-5208

City of Garden Grove
Attn: City Attorney
City Attorney's Office
11222 Acacia Parkway
Garden Grove, CA 92840-5208

Address of SUBRECIPIENT:

(Name of Subrecipient)
Attn: (Contact name)
(Contact title)
(Address)

- 4.3. Independent Contractor. Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent contractor with respect to the services to be performed under this agreement. All persons employed for the performance of services and functions hereunder shall be officers, agents, or employees (including volunteers) of SUBRECIPIENT and shall not be deemed to be those of CITY; no CITY officer, agent, or employee shall be under control or supervision of SUBRECIPIENT, and no SUBRECIPIENT officers, agents or employees (including volunteers), shall have any entitlement to wages, pension, civil service, or any status or rights with CITY. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the SUBRECIPIENT is an independent contractor.
- 4.4. Licensing. Prior to performing any services or work hereunder Subrecipient shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the work and services required by this Agreement and ESG Funds. Subrecipient represents and warrants to City that Subrecipient shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Subrecipient to perform the work and services required or authorized by this Agreement or ESG Funds. Subrecipient shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Subrecipient's performance of the work and services required or authorized by this Agreement or ESG Funds, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the work or services set forth in the ESG Program.
- 4.5. Ineligibility of Subrecipient or Contractors. Subrecipient shall not use ESG Funds directly or indirectly in its operations or to employ, award contracts to, or

otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the Subrecipient or such contractor under the provisions of the applicable federal regulations governing ESG funds, projects, or programs.

- 4.6 Prohibition of Expending ESG Funds to Obtain Other Funding. Subrecipient shall in no event expend ESG Funds granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds, or to supplant another funding source, unless expressly approved by the City.
- 4.7 Unauthorized Aliens. Subrecipient represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Subrecipient so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Subrecipient hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- 4.8 Hold Harmless. SUBRECIPIENT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by SUBRECIPIENT, SUBRECIPIENT's agents, officers, employees, subcontractors, or independent contractors hired by SUBRECIPIENT. The only exception to SUBRECIPIENT's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SUBRECIPIENT.
- 4.9 Commencement of Work: SUBRECIPIENT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance. All subcontractors, consultants, and agents shall be required to provide the same insurance as that required of the SUBRECIPIENT. SUBRECIPIENT shall be responsible to collect and maintain all insurance required of all subcontractors, consultants, and agents.
- 4.10 Insurance: For the ~~the~~ duration of this agreement SUBRECIPIENT shall maintain the following insurance.
- a. Workers Compensation Insurance. SUBRECIPIENT shall maintain workers compensation insurance in the amount and type required by California law, if

applicable.

- b. Commercial General Liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- c. Automobile Liability in an amount not less than \$1,000,000 combined single limit; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY.
- d. Sexual Misconduct in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by CITY (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by CITY. (IF APPLICABLE)
- e. Professional Liability in an amount not less than \$1,000,000 per occurrence/per claim; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- f. Directors & Officers Liability in an amount not less than \$1,000,000 per occurrence/per claim; Insurance companies must be acceptable to CITY and have an A.M. Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

Additional Insured Endorsements and Loss Payee Endorsement:

An additional insured Endorsement for on-going and products-completed operations under the commercial general liability policy (Subsection "b" above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of SUBRECIPIENT. SUBRECIPIENT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for automobile liability policies (Subsection "c" above) shall designate the City of Garden Grove and its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by SUBRECIPIENT. SUBRECIPIENT shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

SUBRECIPIENT shall provide to CITY endorsements from each insurance carrier wherein the insurance carrier shall give CITY thirty (30) days advanced written notice of any material change, cancellation, or termination of coverage.

For any claims related to this Agreement, SUBRECIPIENT's insurance coverage shall be primary insurance as respects the City of Garden Grove, and its

officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the SUBRECIPIENT'S insurance and shall not contribute with it. Claims made and modified occurrence policies are not acceptable.

IF SUBRECIPIENT maintains higher insurance limits than the minimums shown above, SUBRECIPIENT shall provide coverage for the higher insurance limits otherwise maintained by the SUBRECIPIENT.

- 4.11 City Recognition. The SUBRECIPIENT shall insure recognition of the role of the CITY in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.
- 4.12 Amendments. The CITY or SUBRECIPIENT may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the CITY's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this agreement.

The CITY may, in its discretion, amend this agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

- 4.13 Suspension or Termination. In accordance with 2 CFR 200.338, the CITY may suspend or terminate this agreement if the SUBRECIPIENT materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:
- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason, of the SUBRECIPIENT to fulfill in a timely and proper manner its obligations under this agreement;
 - c. Ineffective or improper use of funds provided under this agreement; or
 - d. Submission by the SUBRECIPIENT to the CITY reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200.339, this agreement may also be terminated for convenience by either the CITY or the SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of

the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

5. Administrative Requirements

Financial Management

- 5.1. Accounting Standards. The SUBRECIPIENT agrees to comply with 2 CFR 200.302 and all other applicable provisions of 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 5.2. Cost Principles. The SUBRECIPIENT shall administer its program in conformance with 2 CFR Part 200 as it pertains to all costs incurred whether charged on a direct or indirect basis.

Documentation and Record Keeping

- 5.3. Records to be Maintained. The SUBRECIPIENT shall maintain all records required by the federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets the Purpose of the ESG Program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
 - e. For homeless prevention activities, records documenting evidence of an eviction, foreclosure, or utility termination notice(s) and evidence that the inability to pay was sudden, necessary to prevent homelessness, and resumption of payment is reasonably expected within the near future;
 - f. Financial records as required by and 2 CFR Part 200;
 - g. Records to document homelessness status to determine the eligibility of persons served by the ESG Program; and
 - h. Other records necessary to document compliance with 24 CFR Part 576.57.
- 5.4. Retention. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY's annual performance and evaluation report to HUD in which the activities assisted under the agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until

completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

- 5.5. Client Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall be inputted into the Homeless Management Information System (HMIS) within 48 hours of service by SUBRECIPIENT and include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to CITY monitors or their designees for review upon request. (If applicable)
- 5.6. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or SUBRECIPIENT's responsibilities with respect to services provided under this agreement, is prohibited by the all applicable state and federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 5.7. Closeouts. The SUBRECIPIENT's obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: Making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the SUBRECIPIENT has control over ESG funds.
- 5.8. Audits and Inspections. All SUBRECIPIENT records with respect to any matters covered by this agreement shall be made available to the CITY, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within 30 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and 2 CFR Part 200 subparts A-F.

Reporting and Payment Procedures

- 5.9 Quarterly Reports. The Subrecipient shall submit "Quarterly Reports" during the program year beginning (Insert date), and ending (Insert date), within fifteen (15) calendar days of the end of each quarter. The final quarterly report is due no later than July 15, (Insert year). The report must include sufficient information to assist the City in monitoring the Subrecipient's performance. The Subrecipient must demonstrate satisfactory performance prior to reimbursement for expenditures. The Quarterly Reports shall indicate the number of persons assisted, income and ethnicity of persons assisted, how/what assistance was provided, and a description of how and when determination of eligibility status was made for persons assisted.

- 5.10 Reimbursement Schedule. Subrecipient may request to draw down on these ESG Funds in the manner delineated in Scope of Services, unless receipts and appropriate documentation can be provided to, and approved by, the City indicating the need to draw down on funds earlier. The City shall not provide any payments/reimbursements in advance of actual expenditures by the Subrecipient.
- 5.11 Reimbursement Requests. Concurrently with the submittal of each Quarterly Report, as described in subsection 5.9, Subrecipient shall submit a "Reimbursement Request" to the City to request payment for eligible ESG Program costs. Each Reimbursement Request shall include documentation to verify that the expenditure of funds is consistent with the ESG Program description/definition as approved by the City Council. Documentation shall include, but not be limited to, both (i) an original invoice and (ii) true copies of other receipts, agreements, payroll records or other documentation supporting and evidencing how the ESG Funds have been or will be expended during the applicable quarter. Prior to reimbursing Subrecipient, the City will verify that Subrecipient has met all applicable regulations for the ESG Program.
- 5.12 Remaining Balance. The ESG Program shall be completed and all funds provided through this Agreement shall be expended on eligible ESG Program activities from (Insert date) through (Insert date). Invoices for approved ESG Program costs funded under this Agreement shall be submitted within 30 days after the Agreement expiration date. After the 30 day period for submitting invoices has expired, any remaining balance on this Agreement may be allocated by City to other eligible ESG projects within the City's approved ESG Program.
- 5.13 Separation of Accounts. All ESG Funds received by Subrecipient from City pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of such accounts maintained pursuant to Title 2 of the Code of Federal Regulations ("2 CFR") Part 200. The Subrecipient is not required to maintain separate depository accounts for ESG Funds; provided however, the Subrecipient must be able to account for receipt, obligation and expenditure of ESG Funds pursuant to applicable 2 CFR 200.302 et seq., requirements and any other applicable law.
- 5.14 Repayment of Funds by Subrecipient. In the event this Agreement is terminated, as provided in section 4.9, Subrecipient agrees to and shall immediately return to City any and all unexpended and unencumbered ESG Funds. Further, Subrecipient shall comply with the provisions of the section of this Agreement relating to Reversion of Assets.
- 5.15 Additional Payment after Notice of Termination at Discretion of City. In the event of early termination of the Agreement by either party without cause, at the sole discretion and election of the City, the Subrecipient will be compensated for all services rendered and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement and paid, to the date of the notice of termination to the extent that ESG Funds are available from HUD.

In the event of early termination of the Agreement by the City for cause (but not due to the non-performance or breach by Subrecipient), at the sole discretion and election of the City, the Subrecipient will be compensated for all services rendered

and necessarily incurred costs performed in good faith in accordance with the terms of this Agreement that have been previously eligible for reimbursement and paid, to the date of the notice of termination to the extent that ESG Funds are available from HUD.

- 5.16 Indirect Costs. If indirect costs are charged, the SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate SUBRECIPIENT's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY.
- 5.17 Payment Procedures. The CITY will pay to the SUBRECIPIENT funds available under this agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the SUBRECIPIENT, and not to exceed actual cash requirements. Payments are to be adjusted by the CITY in accordance with advanced fund and program income balances available in SUBRECIPIENT accounts. In addition, the CITY reserves the right to liquidate funds available under this agreement for costs incurred by the CITY on behalf of the SUBRECIPIENT.
- 5.18 Progress Reports. The SUBRECIPIENT shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.
- 5.19 Procurement
- a. Compliance
The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.
 - b. OMB Standards
Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.
 - c. Travel
The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

Use and Reversion of Assets

- 5.20 Compliance. The SUBRECIPIENT shall comply with current CITY policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets shall revert to the CITY upon termination of this agreement as provided for in Use and Reversion of Assets.
- 5.21 OMB Standards. Unless specified otherwise within this agreement, the SUBRECIPIENT shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

5.22 Travel. The SUBRECIPIENT shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this agreement.

5.23 Use as an Emergency Shelter. The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR Part 200, which include but are not limited to the following:

- a. The SUBRECIPIENT shall transfer to the CITY any ESG funds on hand and any accounts receivable attributable to the use of funds under this agreement at the time of expiration, cancellation, or termination.
- b. Real property under the SUBRECIPIENT's control that was improved, in whole or in part, with funds under this agreement shall comply with ESG assistance involving major rehabilitation or conversion, requires any building for which ESG assistance is used to continue in use as a shelter for homeless individuals and families for not less than a ten-year period. ESG assistance involving rehabilitation (other than major rehabilitation or conversion) requires any building for which ESG assistance is used to continue in use as a shelter for homeless individuals and families for not less than a three-year period. Thus, for either the 3- or 10-year period of use, the use requirement starts on the date of initial occupancy for a building that had not previously been operated as a shelter. The date the ESG funds are obligated to a shelter starts the applicable use requirement where the building was previously operated as a shelter.
- c. In all cases in which equipment acquired, in whole or in part, with funds under this agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this agreement were used to acquire the equipment). When equipment is no longer needed in the same project, it cannot be used to assist homeless or low-income persons, and the value of the property in question is \$5,000 or more, disposition instructions should be requested from HUD. If HUD has neither use for the equipment nor provides instruction within 120 days, the recipient may dispose of the equipment provided the ESG account is reimbursed by applying to the sales price or fair market value of the equipment an amount equal to the percentage of HUD's participation in the original acquisition price of the equipment.

6. Relocation, Real Property Acquisition. The SUBRECIPIENT agrees to comply with the following:

- a. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24; and,
- b. The SUBRECIPIENT also agrees to comply with all applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.
- c. The requirements in 24 CFR 570.606(d) governing optional relocation policies.

The CITY hereby reserves the right to preempt the optional policies.

The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

7. Personnel & Participant Conditions.

7.1. Civil Rights

a. Compliance

The SUBRECIPIENT agrees to comply with all local and State civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination

The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders, as revised by Executive Order 13279 and all local ordinances. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

c. Land Covenants

This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504

The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

7.2. Affirmative Action

a. Approved Plan

The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the CITY's specifications an Affirmative Action Program in keeping with the

principles as provided in President's Executive Order 11246 of September 24, 1966. The CITY shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b. Women- and Minority-Owned Business Enterprise (W/MBE)

The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records

The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENT's or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Confidentiality of Records

The SUBRECIPIENT is to ensure the safety and security of ESG project participants fleeing domestic violence situations by developing and implementing procedures to guarantee the confidentiality of records concerning project participants as required under 24 CFR 576.500. In addition, the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation. To comply with this requirement, recipient organizations should, for example, keep written records or files pertaining to families under lock and key with only particular personnel granted access to those files.

e. Notifications

The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

f. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

7.3 Subcontract Provisions

The SUBRECIPIENT will require and include compliance with any and all provisions of Civil Rights, Affirmative Action, and other applicable requirements applicable to SUBRECIPIENT in every subcontract or purchase order as applicable, specifically or by attached reference, so that such provisions will be binding upon each of its own subcontractors.

7.4 Other Employment Restrictions

The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: Political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

7.5 OSHA

Where employees are engaged in activities not covered under the Occupational Safety Act of 1970 (OSHA), they shall not be required or permitted to work, be trained, or receive services in buildings that are unsanitary, hazardous, or dangerous to the participants' health or safety.

7.6 Labor Standards

The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

7.7 Section 3 Clause

a. Compliance

Compliance with the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these

requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with rehabilitation (including reduction and abatement of lead-based paint hazards) are given to low and very low-income persons residing within the metropolitan area in which the ESG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the ESG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual and/or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontract

The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the

subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Conduct

i. Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

ii. Subcontracts

a. Approvals

The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the CITY prior to the execution of such agreement.

b. Monitoring

The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The SUBRECIPIENT shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

d. Selection Process

The SUBRECIPIENT shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.

7.8

Hatch Act

The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7.9 Conflict of Interest

The SUBRECIPIENT agrees to abide by the provisions of 2 CFR Part 200, which include (but are not limited to) the following:

- a. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- b. No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, subcontractor, consultant, officer, or elected or appointed official of the CITY, the SUBRECIPIENT, or any designated public agency.

7.10 Lobbying The SUBRECIPIENT hereby certifies that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of it, 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 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; and,
- b. If any funds other than federally 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and,
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and,
- d. Lobbying Certification: 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.C. 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.

7.11. Copyright

If this agreement results in any copyrightable material or inventions, the CITY and/or grantor agency reserves the right to royalty-free, exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7.12. Religious Activities

The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406 such as worship, religious instruction, or proselytization. An organization that is awarded direct HUD funds may still engage in inherently religious activities provided they are voluntary for participants in HUD-funded activities and occur separately in time or location from the HUD-funded activities. An organization receiving HUD funds may not restrict HUD-funded services or housing to people of a particular religion or religious denomination.

8. Environmental Conditions.

8.1 Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this agreement:

- a. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

8.2 Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

8.3 Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all ESG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level

screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

8.4 Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, and any and all local ordinances insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

8.5 Building Standards

The SUBRECIPIENT agrees that any assistance to a building for which ESG amounts are used for conversion, major rehabilitation, rehabilitation, or renovation must meet local government safety and sanitation standards in accordance with 24 CFR 576.55.

9. Severability.

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

10. Section Headings and Subheadings.

The section headings and subheadings contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

11. Waiver.

The CITY's failure to act with respect to a breach by the SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12. Entire Agreement.

This agreement constitutes the entire agreement between the CITY and the SUBRECIPIENT for the use of funds received under this agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the SUBRECIPIENT with respect to this agreement.

IN WITNESS WHEREOF, the City Manager of the City of Garden Grove has caused this agreement to be subscribed and attested by the City Clerk hereof, and the SUBRECIPIENT has subscribed the same through its authorized officer, the day, month and year first above written.

"SUBRECIPIENT"
(Name of Subrecipient)

CITY OF GARDEN GROVE ("CITY")
A Municipal Corporation

By: _____
(Name of Director),
Executive Director

By: _____
Scott Stiles,
City Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Omar Sandoval,
City Attorney

By: _____
Teresa Pomeroy,
City Clerk

Dated: _____

Dated: _____

Attachment A

SCOPE OF SERVICES AND BUDGET FY (Year)

ATTACHMENT A
SCOPE OF SERVICES AND BUDGET
CITY OF GARDEN GROVE & *[SUBRECIPEINT NAME]*

A. SCOPE OF SERVICES

This project is designed to provide availability and accessibility to a suitable living environment by providing *[DESCRIBE PROJECT]*. *[SUBRECIPEINT NAME]* shall provide essential services *[DESCRIBE CLIENTEL BEING SERVED]*. Furthermore this project furthers Priority #7 in the City of Garden Grove's adopted Housing and Community Development Consolidated Plan (HUD 5-year plan), which is to address the needs of homeless individuals and those at risk of homelessness.

Between July 1, *[20xx]* and June 30, *[20xx]*, *[SUBRECIPEINT NAME]* will provide the following eligible activities:

1. *[DESCRIBE SERVICE/ACTIVITY AND THE NUMBER OF INDIVIDUALS SERVED IN PROGRAM YEAR]*.

B. PERFORMANCE MEASURES

[SUBRECIPEINT NAME] will submit to the City of Garden Grove Community Development Department quarterly reports on the form attached hereto by October 15, January 15, April 15, and July 15 over the duration of this agreement.

C. PROJECT BUDGET

Essential Services	\$ <i>XX,XXX</i>
Street Outreach	\$ <i>XX,XXX</i>
Emergency Shelter	\$ <i>XX,XXX</i>
Homeless Prevention	\$ <i>XX,XXX</i>
Rapid Rehousing	\$ <i>XX,XXX</i>
HMIS/CMIS	\$ <i>XX,XXX</i>

Total* *[SUBRECIPEINT NAME]* budget \$ *XX,XXX

Attachment B

ELIGIBLE EXPENSE GUIDE

EMERGENCY SOLUTIONS GRANTS PROGRAM

(ESG)

ELIGIBLE EXPENSE GUIDE



GARDEN GROVE

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Emergency Solutions Grants Program (ESG) funds may only reimburse cost directly related to the following ESG eligible expenditure program components:

- 1. Street Outreach**
- 2. Emergency Shelter**
- 3. Homelessness Prevention**
- 4. Rapid Re-housing**
- 5. Homelessness Management Information System (HMIS)**
- 6. Administration**

Subrecipients may consult the Federal and State ESG regulations at the HCD website:

<http://www.hcd.ca.gov/fa/esg/>

Indirect costs and any activities determined by the Department of Housing and Community Development to be ineligible, inefficient, or ineffective use of Grant funds as stated in the applicable NOFA will be disallowed.

- 1. Street Outreach** – Unsheltered individuals and families, meaning those who qualify under 24 CFR § 91.5 paragraph (1)(i) of the definition of “homelessness”. Essential Services to eligible participants provided on the street or in parks, abandoned buildings, bus stations, campgrounds, and in other such settings where unsheltered persons are staying. Staff salaries related to carrying out street outreach activities are eligible.

- 1.1 Engagement**
- 1.2 Case Management**
- 1.3 Emergency Health Services**
- 1.4 Emergency Mental Health Services**
- 1.5 Transportation**
- 1.6 Services to Special Populations**

1.1 Engagement – Activities to locate, identify, and build relationships with unsheltered homeless people for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.

- **Initial assessment of needs and eligibility**
- **Providing crisis counseling**
- **Addressing urgent physical needs**
- **Actively connecting and providing information and referral**
- **Cell phone costs of outreach workers**

1.2 Case Management – Assessing housing and service needs, and arranging/coordinating/monitoring the delivery of individualized services.

- **Using the centralized or coordinated assessment system**
- **Initial evaluation/verifying and document eligibility**
- **Counseling**
- **Developing/Securing/Coordinating Services**
- **Helping obtain Federal, State, and local benefits**
- **Monitoring/evaluating participant progress**
- **Providing information and referral to other providers**
- **Developing an individualized housing/service plan**

1.3 Emergency Health Services – Outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

- **Assessing participant's health problems and developing treatment plans**
- **Assisting participants to understand their health needs**
- **Providing or helping participants obtain appropriate emergency medical treatment**
- **Providing medication and follow-up services**

1.4 Emergency Mental Health Services – Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g., streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

- **Crisis Intervention**
- **Prescription of psychotropic medications**
- **Explain the use and management of medications**
- **Combinations of therapeutic approaches to address multiple problems**

1.5 Transportation – Travel by outreach workers, social workers, medical professionals or other service providers during the provision of eligible street outreach services.

- **Transporting unsheltered people to emergency shelters or other service facilities**
- **Cost of a participant's travel on public transit**
- **Mileage allowance for outreach workers to visit participants**

- **Purchasing or leasing a vehicle for use in conducting outreach activities, including cost of gas, insurance, taxes, and maintenance for the vehicle**
- **Costs of staff to accompany or assist participant to use public transportation**

1.6 Services to Special Populations – Otherwise eligible Essential Services that have been tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and/or people living with HIV/AIDS who are literally homeless.

- **See all eligible expenses above under Street Outreach (1)**

2. Emergency Shelter (Includes Transitional Housing & Day Centers) – Eligible participants are individuals and families who are homeless. Essential Services to persons in emergency shelters, renovating buildings to be used as emergency shelters, and operating emergency shelters are eligible costs. Staff costs related to carrying out emergency shelter activities are also eligible.

2.1 Essential Services

2.2 Rehabilitation and Renovation

2.3 Shelter Operations

2.4 Assistance Required under Uniform Relocation Assistance (URA)

2.1 Essential Services – Services provided to individuals and families who are in an emergency shelter:

- **Case Management** – Assessing, arranging, coordinating, and monitoring individualized services.
 - Using the centralized or coordinated assessment system
 - Initial evaluation including verifying and documenting eligibility
 - Counseling
 - Developing, securing, and coordinating services including Federal, State, and local benefits
 - Monitoring and evaluating program participant progress
 - Providing information and referrals to other providers
 - Providing on-going risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
 - Developing an Individualized Housing and Service Plan
- **Child Care** – Licensed child care for program participants with children under the age of 13 or disabled children under the age of

18.

- Child care costs
- Meals and snacks
- Comprehensive and coordinated sets of appropriate developmental activities

▪ **Education Services** – Instruction or training to enhance participant's ability to obtain and maintain housing: literacy, English literacy, GED, consumer education, health education, and substance abuse prevention.

- Educational services/skill-building
- Screening, assessment, and testing
- Individual or group instruction
- Tutoring
- Provision of books, supplies, and instructional material
- Counseling
- Referral to community resources

▪ **Employment Assistance and Job Training** – Services assisting participants secure employment and job training programs.

- Classroom, online, and/or computer instruction
- On-the-job instruction
- Job finding, skill-building
- Reasonable stipends in employment assistance and job training programs
- Books and instructional material
- Employment screening, assessment, or testing
- Structured job-seeking support
- Special training and tutoring, including literacy training and pre-vocational training
- Counseling or job coaching
- Referral to community resources

▪ **Outpatient Health Services** – Direct outpatient treatment of medical conditions provided by licensed medical professionals.

- Assessing health problems and developing a treatment plan
- Assisting program participants to understand their health

needs

- Providing or helping participants obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services
- Providing medication and follow-up services
- Providing preventive and non-cosmetic dental care

▪ **Legal Services** – Necessary legal services regarding matters that interfere with the program participant's ability to obtain and retain housing.

- Hourly fees for legal advice and representation by licensed attorneys and certain other fees-for-service
- Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
- Filing fees and other necessary court costs

▪ **Legal Representation** – Legal representation and advice to resolve legal problems that prevent participants from obtaining or retaining permanent housing.

- Child support
- Guardianship
- Paternity
- Emancipation
- Legal separation
- Resolution of outstanding criminal warrants
- Appeal of veterans and public benefit claim denials
- Orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking

▪ **Life Skills Training** – Critical life management skills necessary to assist the program participant to function independently in the community.

- Budgeting resources
- Managing money
- Managing household
- Resolving conflict
- Shopping for food and needed items
- Improving nutrition

- Using public transportation

- Parenting

▪ **Mental Health Services** – Direct outpatient treatment of mental health conditions by licensed professionals.

- Crisis intervention
- Individual, family, or group therapy sessions
- Prescription of psychotropic medications or explanations about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems

▪ **Substance Abuse Treatment Services** – Substance abuse treatment provided by licensed or certified professionals, designed to prevent, reduce, eliminate or deter relapse of substance abuse or addictive behaviors.

- Client intake and assessment
- Outpatient treatment for up to thirty days
- Group and individual counseling
- Drug testing

▪ **Transportation** – Costs of travel by program participants to and from medical care, employment, child care, or other facilities that provide eligible essential services; and cost of staff travel to support provision of essential services.

- Cost of program participant's travel on public transportation
- Mileage allowance for service workers to visit participants
- Purchasing or leasing a vehicle used for transport of participants and/or staff serving participants, including the cost of gas, insurance, taxes, and maintenance for the vehicle
- Travel costs of staff to accompany or assist program participants to use public transportation

▪ **Services for Special Populations** – Otherwise eligible essential services tailored to address the special needs of homeless youth, victims of domestic violence, and related crimes/threats, and people living with HIV/AIDS in emergency shelters.

- See all eligible expenses above under Essential Services (2.1)

2.2 Rehabilitation and Renovation* - Renovating buildings to be used as emergency shelter for homeless families and individuals.

- Labor
- Materials
- Tools
- Other costs for renovation, including soft costs
- Major rehabilitation of an emergency shelter
- Conversion of a building into an emergency shelter

** HCD encourages the use of other funding sources for renovation and limits renovation to an amount not to exceed \$10,000.*

2.3 Shelter Operations – Costs to operate and maintain emergency shelters and also provide other emergency lodging when appropriate.*

- Maintenance (including minor or routine repairs)
- Rent
- Security
- Fuel
- Insurance
- Utilities
- Food
- Furnishing
- Equipment
- Supplies necessary for the operation of the emergency shelter
- Hotel and motel voucher for family or individuals*

**Hotel and motel vouchers are only eligible when no appropriate emergency shelter is available.*

2.4 Assistance Required under URA – Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as described in subpart E of the interim regulations.

- Costs of providing URA assistance under 24 CFR § 576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds.*

** Persons that receive URA assistance are not considered "program participants" for the purposes of this part of ESG and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part under ESG.*

- 3. Homelessness Prevention** – Individuals and families who are at imminent risk or at risk of homelessness, meaning those who qualify under 24 CFR § 576.2 paragraph (1) of the homeless definition or those who qualify as at risk of homelessness. Individuals and families must have an income below 30% of AMI. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out homelessness prevention activities are also eligible.

3.1 Housing Relocation and Stabilization Services

3.2 Short and Medium-Term Rental Assistance

3.1 Housing Relocation and Stabilization Services

❖ Requirements and Restrictions:

1. Participants must meet with a case manager at least once a month for the duration of assistance, except where funding under Violence Against Women Act (VAWA) or Family Violence Prevention and Services Act (FVPS) prohibits the subrecipient from making shelter or housing conditional upon the receipt of services.
2. Participants must be assisted, as needed, in obtaining:
 - ❑ Appropriate supportive services, like mediation or mental health treatment or services essential for independent living
 - ❑ Mainstream benefits like Medicaid, SSI, or TANF

▪ **Financial Assistance**

- **Moving Costs** – Moving costs, such as a truck rental or hiring a moving company, including certain temporary storage fees.
- **Rent Application Fees** – Application fee that is charged by the owner to all applicants.
- **Security Deposit** – Equal to no more than 2 month's rent
- **Last Month's Rent** – Paid to the owner of housing at the time security deposit and first month's rent are paid.
- **Utility Deposit** – Standard utility deposit required by the utility company for all customers (i.e., gas, electric, water/sewage).
- **Utility Payments** – Up to 24 months of utility payments per participant per service (i.e., gas, electric, water/sewage), including a 1 time payment up to 6 month of arrearages, per service.

▪ **Services**

○ **Housing Search and Placement**

- Assessment of housing barriers, needs and preferences
- Development of an action plan for locating housing
- Housing search and outreach to and negotiation with owner
- Assistance with submitting rental applications and understanding leases
- Assessment of housing for compliance with ESG requirements for habitability, lead based paint, and rent reasonableness
- Assistance with obtaining utilities and making moving arrangements
- Tenant counseling

○ **Housing Stability Case Management** – Assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability

- Using the centralized or coordinated assessment system, conduct the initial evaluation and re-evaluation
- Counseling
- Developing, securing, and coordinating services including Federal, State, and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Developing an Individualized Housing and Service Plan

○ **Mediation** – Mediation between the program participant and the owner or person(s) with whom the program participant is living, to prevent the program participant from losing permanent housing in which they currently reside.

- Time and/or services associated with mediation activities

○ **Legal Services** – Legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining or maintaining permanent housing.

- Hourly fees for legal advice and representation
- Fees based on the actual service performed (i.e., fee for service), but only if the cost would be less than the

cost of hourly fees

- Client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling
- Filing fees and other necessary court costs
- Subrecipient's employee's salaries and other costs necessary to perform the series, if the subrecipient is a legal services provider and performs the services itself

○ **Legal Representation may be provided for:**

- Landlord/tenant matters
- Child support
- Guardianship
- Paternity
- Emancipation
- Legal Separation
- Resolution of outstanding criminal warrants
- Order of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking
- Appeal of veterans and public benefit claim denials

○ **Credit Repair** – Services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems*

- Credit counseling
- Other related services

** Assistance cannot include the payment or mediation of a debt.*

3.2 Short and Medium-Term Rental Assistance

❖ Requirements and Restrictions:

1. Compliance with Fair Market Rent (FMR) limits and Rent Reasonableness.
2. Compliance with Minimum Habitability Standards.
3. Rental Assistance Agreement and Lease Standards:
 - ❑ The rental assistance agreement must set forth the terms under which rental assistance will be provided.
 - ❑ Each participant receiving rental assistance must have a legally binding, written lease (between the owner and participant) for the rental unit, unless the assistance is solely for the rental arrears
 - ❑ Project-based rental assistance leases must have an initial term of one year.
4. Cannot use with other subsidies
 - ❑ No rental assistance can be provided to a household receiving rental assistance from another public source for same time period (except 6 months of arrears).
 - ❑ Rental assistance may not be provided to participants who are currently receiving replacement housing payments under the URA.
5. Late Payments
 - ❑ The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease.
 - ❑ The subrecipient must make timely payments to the owners in accordance with the rental assistance agreement.
 - ❑ The subrecipient is solely responsible for paying (with non-ESG funds) late payment penalties that it incurs.
 - **Short-Term Rental Assistance** – Up to 3 months
 - **Medium-Term Rental Assistance** – 4 to 24 months
 - **Payment of Rental Arrears** – One time payment up to 6 months, including any late fees on those arrears.
 - **Any Combination of the Three Types of Rental Assistance Above** – Total not to exceed 24 months during any 3 year period, including any payment for last month's rent.

- 4. Rapid Re-Housing** – Individuals and families who are literally homeless, meaning those who qualify under 401 (1) McKinney-Vento Act of the definition of homeless. Short and medium-term rental assistance and housing relocation and stabilization services are eligible activities. Staff salaries related to carrying out homelessness prevention activities are also eligible.

4.1 Housing Relocation and Stabilization Services – See 3.1 Housing Relocation and Stabilization Services above.

4.2 Short and Medium-Term Rental Assistance – See 3.2 Short and Medium-Term Rental Assistance above.

- 5. HMIS** – The HEARTH Act makes HMIS participation a statutory requirement for ESG subrecipients. Victim service providers cannot, and Legal Services Organizations may choose not to, participate in HMIS. Providers that do not participate in HMIS must use a comparable database that produces unduplicated, aggregate reports instead. Activities funded under this component must comply with HUD’s standards on a participation, data collection and reporting under a local HMIS.

5.1 Hardware, Equipment, and Software Costs

5.2 Staffing: Paying salaries for operating HMIS

5.3 Training and Overhead

5.1 Hardware, Equipment, and Software Costs

- Purchasing or leasing computer software
- Purchasing software or software licenses
- Purchasing or leasing equipment, including telephones, faxes, and furniture

5.2 Staffing: Paying salaries for operating HMIS, including:

- Data collection
- Completing data entry
- Monitoring and reviewing data quality
- Completing data analysis
- Reporting to the HMIS Lead
- Training staff on using the HMIS or comparable database
- Implementing and complying with HMIS requirements

5.3 Training and Overhead

- Obtaining technical support
- Leasing office space

- Paying charges for electricity, gas, water, phone service and high-speed data transmission necessary to operate or contribute data to HMIS
- Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act
- Paying staff travel costs to conduct intake
- Paying participation fees charged by the HMIS Lead

6. Administration

6.1 General Management / Oversight / Coordination

6.2 Training on ESG Requirements

6.3 Consolidated Plan

6.4 Environmental Review

6.1 General Management / Oversight / Coordination – Costs of overall program management, coordination, monitoring, and evaluation

- Administrative services performed under third party contracts or agreements, including general legal services, accounting services, and audit services
- Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space
- Staff salaries, wages, and related costs of staff engaged in eligible program administration activities

6.2 Training on ESG Requirements

- Costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings

6.3 Consolidated Plan

- Costs of preparing and amending the ESG and homelessness related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91

6.4 Environmental Review

- Costs of carrying out the environmental review responsibilities under 24 CFR § 576.407 of the HUD regulation

Exhibit 5
Monitoring Notification Letter: On-Site Visit

Date XX

Entity

Subject: Guidance to ESG Subrecipients

Dear Subrecipient:

This letter serves to notify you that the City of Garden Grove will be monitoring your agency's use of Emergency Shelter Grant Program (ESG) funds under the terms and conditions set forth in the Subrecipient Agreement implemented during Fiscal 20XX-XX. This letter further serves to memorialize reporting procedures for Fiscal 20XX-XX for ESG funds awarded to your agency.

Monitoring

City representatives will hold an entrance interview on ----- at your agency with you and staff you wish to designate. The purpose of the interview is to review your agency's administrative and financial procedures pertinent to the management of your Fiscal 20XX-XX ESG-funded program, and to ascertain whether it comports with ESG requirements described in the Subrecipient Agreement. In anticipation of the forthcoming visit, we will request access to records that include the following:

- A full description of the program;
- Evidence that the program meets the ESG permitted activities;
- Characteristics and numbers of beneficiaries;
- Documentation of participant eligibility;
- Review of the program's financial records, e.g., chart of accounts, any recent audit report, documentation of expenses.
- Record retention and file management practices; and
- Procurement procedures.

Following this meeting, the City will then transmit the preliminary results of the monitoring visit, which provides you with an opportunity to correct any misunderstandings, provide additional information that may be needed, and set forth the actions being undertaken to correct areas of noncompliance. Within 30 days of the monitoring visit, the City will notify you in writing of the results of the monitoring and set forth any findings or concerns and the timeframe for a written response and corrective action.

Fiscal 20XX-XX Procedures

- **Submittal of Payment Requests** (Payment of Invoices)

Remember that payment requests should be submitted on a quarterly basis (a copy of the City's payment request form, previously transmitted electronically to your agency, is attached) and accompanied by support documentation. Support documentation may include copies of time sheets, invoices, purchase orders, receipts, or other relevant records showing how you expended the City-awarded ESG funds.

- **Quarterly Subgrantee Performance Reports**

Quarterly Grantee Performance Reports, or GPR's, are to be submitted electronically and concurrently with your agency's request for reimbursement for the ending quarter. Quarterly GPR's for the reporting periods listed below will be due as follows:

Reporting Period		Report Due Date
July 1, 20XX – September 30, 20XX		October 15, 20XX
October 1, 20XX – December 31, 20XX		January 15, 20XX
January 1, 20XX – March 31, 20XX		April 15, 20XX
April 1, 20XX – June 30, 20XX		July 15, 20XX

- **Obtaining, Documenting, and Reporting Program Beneficiary Data**

Under the current ESG Subrecipient Agreement, your agency must certify that the activities being carried out will comply with requirements under the ESG Program. Your agency is also to report on the beneficiaries of your program and on the accomplishments in accordance with the outcomes set forth in the Subrecipient Agreement. This data is to be documented in the GPR each quarter and should be accompanied by copies of intake forms, income self-certification forms, or any form used to determine beneficiary eligibility for those persons assisted during the relevant quarter.

Please direct your questions or comments to Jimmy Nguyen at (714) 741-5144 or by e-mail at jimmyn@ci.garden-grove.ca.us.

Sincerely,

City of Garden Grove

Jimmy Nguyen

Neighborhood Improvement Program Specialist

Exhibit 6
Annual Monitoring Notification Letter: Desk Audit

[Date]

Subrecipient
ATTN: XXXXX

**SUBJECT: ESG MONITORING – DESK AUDIT
FY (Year)**

Dear Subrecipient:

The City of Garden Grove will be monitoring records pertaining to your agency's use of Emergency Solutions Grant (ESG) funds under the terms and conditions set forth in the Subrecipient Agreement implemented during Fiscal (Year). Specifically, the City will be monitoring records for the periods of ---April 1, 20xx through June 30, 20xx (Quarter 4 of FY 20xx-xx) and April 1, 20xx through June 30, 20xx (Quarter 4 of FY 20xx-xx) via a desk audit based upon the following support documentation to be submitted **no later than Monday, October 31, 20xx**:

- For Quarter 4 of FY 20xx-xx and Quarter 4 of FY 20xx-xx, please submit an intake application for each beneficiary served during these periods.
- Support documentation such as receipts, invoices, purchase orders, time sheets, for all expenditures requested to be reimbursed by the City in Quarter 4 of FY 20xx-xx and Quarter 4 of FY 20xx-xx.
- Record retention and file destruction policy
- Copy of your homeless termination procedures.

If you have already submitted part, or all, of this information to the City along with your quarterly Grantee Performance Report (GPR), then no action is necessary on your part.

Within 30 days of the desk audit, you will be notified in writing of the results of the monitoring and set forth any findings or concerns and the timeframe for a written response and corrective action. At this time you will have the opportunity to correct any misunderstandings, provide additional information that may be needed, and/or describe any actions you will undertake to correct areas of noncompliance, if applicable.

Thank you for your time and attention to this matter. Please direct your questions to Jimmy Nguyen, Program Specialist, at (714) 741-5144 or via email at jimmyn@ci.garden-grove.ca.us

Sincerely,

Jimmy Nguyen
Neighborhood Improvement Program Specialist

Exhibit 7

Monitoring Checklist

Exhibit 7: Monitoring Checklist

Monitoring Emergency Solutions Grant (ESG) Subrecipients	
Subrecipient	
Project Name	
Subrecipient Representative(s)	
Community Development Representative(s)	
Date monitoring conducted	<input type="checkbox"/> Desk Audit <input type="checkbox"/> On-site visit(s)
Monitoring letter sent on	
Date follow-up monitoring visit conducted/letter sent	

A. Eligible Program Components/Activities							
Secondary Activity Category (ESG eligible activities)							
ESG Activity Categories (Components)		Renovation/ Rehab	Essential Services	Operations	Housing Relocation & Stabilization/ Financial Assistance	Housing Relocation & Stabilization/ Financial Services	Rental Assistance
<input type="checkbox"/>	Street Outreach		<input type="checkbox"/>				
<input type="checkbox"/>	Shelter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	Homeless Prevention				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Rapid Re-Housing				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	HMIS						
Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG)							
Yes	No	NA	Comments				

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have safeguards to meet the safety and shelter needs of special populations, e.g. victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelters?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers activities must be coordinated and integrated to the maximum extent practicable?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have standards for targeting and providing essential services related to street outreach?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If the subrecipient uses ESG funds to operate an emergency shelter, are there policies and procedures for admission, diversion, referral, and discharge, including standards regarding length of stay?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient have standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time?	

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Does the subrecipient standards have for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For ESG service activities, are the services new, or quantifiable increases in the service levels, provided by the local government with local funds within the last year before the initial ESG grant? [24 CFR 576.21(b)(1)]	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Do the projects reviewed with both completed and underway activities demonstrate that beneficiaries receive, or were referred to, appropriate supportive services, access to mainstream resources, and other services needed to achieve independent living? [24 CFR 576.56(a)(1)]	
Yes No NA	Type of Participants Assisted	Required Documentation
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons living on the street	For projects providing services (e.g., outreach, food, health care, clothing to persons who reside on the streets (but not in shelters or other places meant for human habitation), are there certifications signed and dated by staff that: <ul style="list-style-type: none"> verifies that the services are going to homeless persons, and indicates where the persons served reside
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons coming from living on the street and into a place meant for human habitation	Was a statement signed and dated verifying provided that person is coming from the street through: <ul style="list-style-type: none"> organizations or outreach workers who have assisted him/her in the past; determining where the resident receives assistance checks, if applicable; and/or other information regarding the participant's recent past activities? <p>If staff is unable to verify in this manner that the person is coming from living on the street, were written, signed and dated statement prepared about the participant's previous living place?</p>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons coming from an emergency shelter	Did subrecipient obtain from the referring agency a written, signed, and dated verification that the individual has been a resident of the emergency shelter?

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons coming from a transitional housing	<p>Did subrecipient obtain from the referring agency two written, signed, and dated verifications:</p> <ol style="list-style-type: none"> 1) a signed statement from the transitional housing staff indicating that the individual had been a resident there; and 2) the referring agency's written, signed, and dated verification as to the individual's homeless status when he/she entered their program? <p>If the referring agency did not verify the individual's homeless status upon entry into their program, did subrecipient verify that status? That is, in addition to the written, signed, and dated verification from the referring agency that the individual has been residing in the transitional housing, did subrecipient verify their status upon entry into transitional housing and document that status?.</p>
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons being evicted from a private dwelling	<p>Did the subrecipient:</p> <ul style="list-style-type: none"> ▪ Document: the income of the participant; what efforts were made to obtain housing; and why, without the homeless assistance, the participant would be living on the street or in an emergency shelter. ▪ Documentation of one of the following: <ul style="list-style-type: none"> ✓ For formal eviction proceedings, evidence that the participant was being evicted within the week before receiving homeless assistance; ✓ Where a participant's family is evicting, a signed and dated statement from a family member describing the reason for the eviction; ▪ Where there is no formal eviction process (in these cases, persons are considered evicted when they are forced out of the dwelling unit by circumstances beyond their control), he subrecipient secure: <ul style="list-style-type: none"> ✓ a signed and dated statement from the participant describing the situation; and ✓ documentation and verification (through written, signed, and dated statements) of efforts to confirm that these circumstances are true.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons from a short term stay (up to 30 consecutive days) in an institution who previously resided on the street or in an emergency shelter	<p>Did the subrecipient obtain:</p> <ul style="list-style-type: none"> ▪ written verification from the situation's staff that the participant has been residing in the institution for less that 31 days; and ▪ information on the previous living situation. Preferably, this will be the institution's written, signed, and dated verification on the individual's homeless status when he/she entered the institution. If the institution's staff did not verify the individual's homeless status upon entry into the institution, did subrecipient verify that status (i.e., if the person was living on the streets before moving into the institution, subrecipient is to obtain the documentation required under "Persons coming from living on the street").
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons being discharged from a longer stay in an institution	<p>Did subrecipient obtain signed and dated:</p> <ul style="list-style-type: none"> ▪ evidence from the institution's staff that the participant was being discharged within the week before receiving homeless assistance; and ▪ documentation of the following: <ul style="list-style-type: none"> ✓ the income of the participant; ✓ what efforts were made to obtain housing; and ✓ why, without the homeless assistance, the participant would be living on the street or in an

		emergency shelter.
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Persons fleeing domestic violence	Did subrecipient obtain written, signed, and dated verification from the participant that he/she is fleeing a domestic violence situation? If the participant is unable to prepare the verification, did subrecipient prepare a written statement about the participant's previous living situation and have the participant sign and date it?
ESG Beneficiaries		
Yes NO NA	Did the subrecipient meet the following minimum eligibility criteria for ESG beneficiaries	Comments
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2: "An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground".	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter, which could include a day shelter.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103 provided to individuals and families who meet the criteria under "At Risk of Homelessness", and who have an annual income below 30% of the median family income for the area.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104; that is, meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2: "An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;" or who meet the criteria under paragraph (4) of the "homeless" definition and live in an	

	emergency shelter or other place – “Any individual or family who: (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual’s or family’s primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g., family, friends, faith based or other social networks, to obtain other permanent housing described in paragraph (1) of the “homeless” definition”	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Did the subrecipient re-evaluate program participants’ eligibility and the types and amounts of assistance once every 3 months for homelessness prevention and not less than once annually for rapid re-housing assistance?	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Did the subrecipient re-evaluate program participants’ eligibility and the types and amounts of assistance once every 3 months for homelessness prevention and not less than once annually for rapid re-housing assistance?	
	For projects funding homeless prevention activities, are the beneficiaries low-income individuals or families at imminent risk of losing their housing due to a notice of eviction, foreclosure, or utility termination? [McKinney-Vento Act, 42 USC 11374(a)(4)]	
	If “yes,” do the files show that the (a) beneficiaries’ assistance is necessary, (b) due to a sudden loss of income, (c) the beneficiaries are able to resume payments in a reasonable time period, and (d) there are no similar funds available locally? [McKinney-Vento Act, 42 USC 11374(a)(4)]	
	Are the homeless prevention funds defined as short term assistance (described in question 3 above); security deposits or first month’s rent; landlord-tenant mediation; indigent tenant legal services; or other innovative homeless prevention? [24 CFR 576.3, Definitions: Homeless Prevention]	

	Does assistance meet the definition of "innovative?" (Describe nature of assistance in response below.) [24 CFR 576.3, Definitions: Homeless Prevention]			
ESG Match Requirements				
ESG Match (List each source of match separately)		Action Plan Amount Pledged	CAPER Amount Shown	Final Documented Match
CASH/GOV'T. GRANTS				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
NON-CASH CONTRIBUTIONS				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL MATCH		\$	\$	\$
Yes	No	NA	Requirement	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the subrecipient's final documented match shown above equal or exceed the ESG grant amount? (24 CFR 576.201)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the documented match sources eligible forms of match expended within the grant year? (24 CFR 576.201)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the documented match above consistent with the amount shown in the quarterly subrecipient reports?	
Yes	No	NA	Record-Keeping Systems	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Filing System. Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.	

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Documentation (confidentiality). Do the ESG project files and subrecipient records have the necessary documentation written records or files pertaining to families under lock and key with only particular personnel granted access to those files? ESG subrecipients are to develop and implement procedures to guarantee the confidentiality of records concerning project participants and ensure that the address and location of family violence shelter facilities receiving ESG funding are not publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Record Retention. Participation of Homeless Persons in Policy-making and Operations. Are there records evidencing how the subrecipient encourages the participation of homeless persons in projects	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Documentation (Evidence of homelessness and termination procedures). Does the subrecipient maintain adequate documentation to determine the eligibility of persons served by HUD's homeless assistance programs, and that the termination provision is correctly applied for any individual or family terminated or violating program requirements. records are maintained for a 4-year period.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Record Retention. Is there a process for determining which records need to be retained and for how long?	
Yes	No	NA	Financial Management Systems (84.21-28) Requirements	Comments
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			Does the subrecipient have written procedures covering the recording of transactions, an accounting manual and a chart of accounts? Areas for possible sampling: ➤ Is there an organization chart describing actual lines of responsibility	

			<ul style="list-style-type: none"> ➤ Are key employee duties defined ➤ Is the chart of accounts inclusive of account numbers to support the control needed to ensure resources used do not exceed resources authorized ➤ Do the internal control procedures support the subrecipients ability to prepare financial statements: 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the grantee has a written policy manual, does it provide guidelines for controlling expenditures, such as purchasing requirements and travel authorizations?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets (85.20(b)(3) and 84.20(b)(3))?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Areas for possible sampling: <ul style="list-style-type: none"> ➤ Does subrecipient record an encumbrance/obligation when executing contracts, purchase orders or maintain readily accessible information on obligations ➤ Are expenditures supported for instance by invoices, contracts or purchase orders ➤ Are expenditures identified with ESG source 	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has all cash been promptly drawn down and deposited? Are all drawdowns of Federal funds properly recorded?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has an audit been prepared for the subrecipient? Determine if the subrecipient has expended \$500,000 or more in Federal funds for the subject program year. (OMB Circular A-133)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If an IPA was prepared were there any findings related to ESG activity?	
Yes	No	NA	Insurance Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the subrecipient submitted a current copy of	

			its Certificate of Insurance?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the City named as an additional insured?	
Yes	No	NA	Procurement Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do the procedures the subrecipient uses for procurement of goods and services meet requirements at 24 CFR Part 84? Review a sample number of procurements.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	How does the subrecipient assure there was no conflict of interest, real or apparent?	
Yes	No	NA	Procurement Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the subrecipient purchased equipment with ESG funds in excess of \$1,000? Does the subrecipient maintain the records required at 84.34?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has a physical inventory taken place and the results reconciled with property records within the last two years?	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>If the subrecipient disposed of equipment/property that was purchased with Federal funds within the last five years:</p> <ul style="list-style-type: none"> • Were proceeds from the sale reported as program income? 	
Yes	No	NA	General Requirements	Comments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Equal Employment Opportunity. Does the subrecipient make it known that facilities and services supported by this grant are available to any person (who otherwise meets the eligible criteria for the program) without discrimination on the basis of race, color, religion, sex, marital status, national origin, familial status, disability, age or creed? Note any deficiencies.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Section 3. Opportunities for Training and Employment for Local Residents – Refer to City Section 3 Protocols. Note any deficiencies.	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Requirements for Disabled Persons. Refer to	

	EEO section above and note any concerns.	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Women and Minority Business Enterprises. Refer to OMB 84.44, affirmative steps documentation. Note any concerns.	
I. Conclusion and Follow-up		
Prepared by City of Garden Grove, Community Development Department, Neighborhood Improvement Division:		
Date	Signature	Title
Date	Signature	Title

Is the number of beneficiaries currently being served consistent with the service number in the approved Action Plan for the program year? [24 CFR 91.220(d)]	<input type="checkbox"/> <input type="checkbox"/> Yes No
--	--

2.

Per the ESG Desk Guide, Section 6.2, is the IDIS drawdown rate consistent with the projected point-in-time expenditures for all projects reviewed during the grant term? (For example, if the project is in Year 1 of the maximum two-year term, the grantee should have expended all of its rehabilitation and one-half of any operations, supportive services, any homeless prevention, and administrative costs.)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
--	---

3.

For the program year, has the grantee spent no more than 30% of its ESG grant for supportive services, unless a grantee had requested and received a waiver from HUD? [24 CFR 576.21(a)(2) and McKinney-Vento Act, 42 USC 11374]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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4.

For the program year, has the grantee spent no more than 30% of its ESG grant for homeless prevention and other short-term financial assistance to prevent homelessness? [24 CFR 576.21(c), 24 CFR 576.3 and McKinney-Vento Act, 42 USC 11374]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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5.

For the program year, has the grantee spent no more than 10% of its ESG grant for operations for management staff costs? [24 CFR 576.21(a)(3)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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6.

For the program year, has the grantee spent no more than 5% of its ESG grant for grant administration costs? [24 CFR 576.21(a)(5); McKinney-Vento Act, 42 USC 11378]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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7.

For completed program years reviewed, has the grantee spent all of its ESG funds within 24 months of grant award? [24 CFR 576.35]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
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Essential Services

For ESG service activities, are the services new, or quantifiable increases in the service levels, provided by the local government with local funds within the last year before the initial ESG grant? [24 CFR 576.21(b)(1)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
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2.

Do the projects reviewed with both completed and underway activities demonstrate that beneficiaries receive, or were referred to, appropriate supportive services, access to mainstream resources, and other services needed to achieve independent living? [24 CFR 576.56(a)(1)]	<input type="checkbox"/> <input type="checkbox"/> Yes No
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Homeless Prevention

For projects funding homeless prevention activities, are the beneficiaries low-income individuals or families at imminent risk of losing their housing due to a notice of eviction, foreclosure, or utility termination? [McKinney-Vento Act, 42 USC 11374(a)(4)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
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4.

If the answer to question 3 above is “yes,” do the files show that the (a) beneficiaries’ assistance is necessary, (b) due to a sudden loss of income, (c) the beneficiaries are able to resume payments in a reasonable time period, and (d) there are no similar funds available locally? [McKinney-Vento Act, 42 USC 11374(a)(4)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
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5.

Does the total amount of homeless prevention funds spent by the grantee for the program year fall at or below the 30 percent limitation for this expenditure category? [McKinney-Vento Act, 42 USC 11374(a)(4)]	<input type="checkbox"/> <input type="checkbox"/> Yes No
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6.

Are the homeless prevention funds defined as short term assistance (described in question 3 above); security deposits or first month's rent; landlord-tenant mediation; indigent tenant legal services; or other innovative homeless prevention? [24 CFR 576.3, Definitions: Homeless Prevention]	<input type="checkbox"/> <input type="checkbox"/> Yes No
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7.

If the grantee funded innovative homeless prevention activities, does assistance meet the definition of "innovative?" (Describe nature of assistance in response below.) [24 CFR 576.3, Definitions: Homeless Prevention]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
--	---

Beneficiary Services

Complete the table below using the information from the selected beneficiary sample. (Add more lines or attach another sheet, if needed.)

NAME (if appropriate)	CASE NUMBER	ADDRESS	FORMER (F) OR CURRENT (C) BENEFICIARY?	ENTRY DATE

2.

For homeless assistance activities, does a review of the beneficiary files adequately document that the individuals or families were homeless prior to residency? [McKinney-Vento Act, 42 USC 11302(a)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No
--	--	---------------------------------------

3.

For homeless prevention activities , are the individuals or families facing eviction or utility shutoffs, or in need of financial or legal services, eligible for assistance? (By HUD definition, prevention activities occur before persons become homeless.) [McKinney-Vento Act, 42 USC 11374(a)(4) and 24 CFR 576.21(a)(4)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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4.

Is there at least one homeless person or formerly homeless person participating in the policy decision-making process regarding projects receiving ESG funds? [McKinney Act, 42 USC 11375(d) and 24 CFR 576.56(b)(1)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

5.

Are homeless persons, to the extent possible, involved in project development, operations and the provision of supportive services? [McKinney Act, 42 USC 11375(c) and 24 CFR 576.56(b)(2)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

6.

For projects serving domestic violence victims, is there evidence to support that the grantee has established written procedures regarding confidentiality of client records and the address/location of any project serving domestic violence victims? [McKinney-Vento Act, 42 USC 11375(c) and 24 CFR 576.56(a)(2)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

7.

(a) Does the grantee have a written policy for the termination of beneficiaries? [McKinney-Vento Act, 42 USC 11375(e) and 24 CFR 576.56(a)(3)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

(b) If no written guidance is available, interview staff to determine how terminations are handled.

(c) If beneficiaries have been terminated during the program year under review, does a file review indicate that the minimum due process requirements for termination (and, if applicable, the established policy guidance) were followed? [McKinney-Vento Act, 42 USC 11375(e) and 24 CFR 576.56(a)(3)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

Match Matrix

In completing the table below, the HUD reviewer should use the Consolidated Annual Performance and Evaluation Report (CAPER) as a basis to review documentation from the grantee or recipient to determine the amount of cash and in-kind resources brought to the grant.

Grant Number:		ESG Allocation: \$	
ESG Match (List each source of match separately)	Action Plan Amount Pledged	CAPER Amount Shown	Final Documented Match
CASH/GOVN'T. GRANTS			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
IN-KIND/SALARIES			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
VOLUNTEERS (@\$5/hour)			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
TOTAL MATCH	\$	\$	\$

2.

Does the grantee's final documented match shown in question 1 above equal or exceed the ESG grant amount? [24 CFR 576.51 and 24 CFR 91.225(c)(6)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

3.

Is the documented match shown in question 1 above consistent with the amount shown in the CAPER? [24 CFR 576.51 and 24 CFR 91.225(c)(6)]	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No

4.

If the <u>state government</u> grantee claims the \$100,000 match exclusion, did it provide documentation of benefit for those subgrantee recipients least able to pay? [24 CFR 576.51 and 24 CFR 91.225(c)(6)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A

General Requirements

- **Uniform Administrative Requirement.** ESG regulations at 24 CFR 576.407(c) require the governmental agencies apply 24 CFR Part 85, except for 24 CFR 85.24 and 85.42, and program income is to be used as match under 24 CFR 85.25 (g). The requirements of 24 CFR Part 84 apply to Private Nonprofit subrecipients, except for 24 CFR 84.23 and 84.53, and program income is to be used as the non-Federal share under 24 CFR 84.24 (b).
- **Homeless Participation.** Under 24 CFR 576.405 the City is ensure subrecipients provide for the participation of not less than one homeless individual or formerly homeless individual on the Board of Directors or other equivalent policy-making entity, to the extent that the entity considers and makes policies and decisions regarding any facilities, services or other assistance that receives funding under ESG.
- **Program Termination.** The City will review the termination/denial policy in each subrecipient's Written Standards to verify that the following minimal components are included: a progressive discipline warning system, written notices, a formal appeal process, and consideration of the appeal by someone not involved in the original termination. Staff will also monitor each subrecipient's compliance with ESG regulations at 24 CFR 576.402 to ascertain whether persons or families receiving assistance who violate program requirements are terminated only in the most severe cases. The

subrecipient is required to terminate assistance in accordance with a formal process that has been established and that recognizes the rights of individuals or families affected.

City staff will monitor compliance with the following area-wide systems coordination requirements pursuant to 24 CFR 576.400.

- **Consultation with CoCs.** Staff will assist subrecipients are to consult with the CoC to (1) determine how ESG funds will be allocated in that region; (2) identify the performance standards for evaluating the outcomes of projects and activities; and (3) identify the funding, policies and procedures for the administration and operation of the HMIS, if appropriate
- **Coordination with Other Targeted Homeless Services.** City staff will monitor subrecipients to verify that other programs are targeted to homeless people in the area covered by the CoC to provide a strategic, community-wide system to prevent and end homelessness for that area.
- **System and Program Coordination with Mainstream Resources.** What steps has your agency taken to coordinate and integrate ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.
- **Centralized or Coordinated Assessment.** Describe how your agency has worked with the CoC to ensure the screening, assessment and referral of participants are consistent with the Written Standards. A Victim Service Provider may choose not to use the CoC Centralized or Coordinated Assessment System.
- **Written Standards** .Once the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), Each subrecipient is to use the CoC's Provide a copy of your agency's Written Standards established and applied for providing ESG assistance
- **Participation in HMIS.** The subrecipient is to ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the subrecipient is a Victim Service Provider or a Legal Services Provider, it may use a comparable database that collects client level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

City staff will monitor each subrecipient's compliance with other federal and state requirements set forth at 24 CFR 576.406-576.408.

- Per 24 CFR 576.407(a), the subrecipient is to adhere to the requirements in 24 CFR Part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 41701u, and implementing regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c).
- **Faith-Based Activities.** Religious organizations may receive ESG funds if agreeable to providing all eligible ESG activities in a manner that is in accordance with 24 CFR 576.406. ESG funds may not be used for the rehabilitation of structures if those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the federal cost accounting requirements. Sanctuaries, chapels, or other rooms the religious congregation uses as its principal place of worship are ineligible for ESG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (See 24 CFR Parts 84 and 85).
- Organizations that are religious or faith-based are eligible to receive ESG funds but may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. Refer to 24 CFR 576.406 for additional details.
- **Affirmative Outreach System and Program Coordination with Mainstream Resources.** What steps has your agency taken to coordinate and integrate ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible.
- **Centralized or Coordinated Assessment.** Describe how your agency has worked with the CoC to ensure the screening, assessment and referral of participants are consistent with the Written Standards. A Victim Service Provider may choose not to use the CoC Centralized or Coordinated Assessment System.
- **Written Standards** .Once the CoC has developed Written Standards in accordance with the requirements outlined in 24 CFR 576.400(e)(2)(3), Each subrecipient is to use the CoC's Provide a copy of your agency's Written Standards established and applied for providing ESG assistance
-

- **Displacement, Relocation, and Acquisition.** In accordance with 24 CFR 576.408, the displacement of persons as a result of a Components/Activities assisted with ESG funds must be provided Relocation Assistance pursuant to the URA and 49 CFR Part 24. Temporary relocation is not permitted. No tenant occupant of housing (a dwelling unit) that is converted into an Emergency Shelter may be required to relocate temporarily for a Component/Activity assisted with ESG funds or be required to move to another unit in the same building/complex. The acquisition of real property, whether funded privately or publicly, for a Component/Activity assisted with ESG funds is subject to the URA and the federal government-wide regulations at 49 CFR Part 24, Subpart B. Refer to 24 CFR 576.408 for additional details.

- **Match.** City staff will monitor matching contributions from each subrecipient to verify that the amount of match equals the amount of ESG funds received per 24 CFR 576.201, and that the match sources include any federal source other than the ESG Program, as well as State, local, and private sources (see 24 CFR 576.201).

- **Shelter and Housing Standards.** City staff will require per 24 CFR 576.403 that any ESG-assisted shelter to meet minimum Habitability Standards. Shelters renovated with ESG funds, are to meet State or local government Safety and Sanitation Standards, as applicable, include energy-efficient appliances and materials, as well as incorporate lead-based paint remediation and disclosure requirements.

- **Recordkeeping and Reporting Requirements.** Submit a copy of the written policies and procedures your agency has developed to ensure that ESG funds are used in accordance with requirements at 24 CFR 576.500. In addition, sufficient records must be established and maintained to enable HCD and HUD to determine whether ESG requirements are being met. Refer to for additional details. (24 CFR 576.500):
 - ✓ **Homeless status.** Follow written intake procedures to ensure compliance with the homeless definition in § [576.2](#). The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status.
 - ✓ **At risk of homelessness status.** For each individual or family who receives ESG homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications.
 - ✓ **Determinations of ineligibility.** For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
 - ✓ **Annual income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year
 - Income evaluation form completed by the subrecipient; and
 - Source documents for the assets held by the program participant and income received over the most recent period (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);

- If source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- If source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is expected to receive over the 3-month period following the evaluation.
- ✓ **Program participant records.** In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
 - The services and assistance provided to program participant, including the security deposit, rental assistance, and utility payments made on behalf of the program participant;
 - Compliance with the applicable requirements for providing services and assistance to t program participant under the program components and eligible activities provisions at § [576.101](#) through § [576.106](#), the provision on determining eligibility and amount and type of assistance at § [576.401\(a\) and \(b\)](#), and the provision on using appropriate assistance and services at § [576.401\(d\) and \(e\)](#); and
 - Where applicable, compliance with the termination of assistance requirement in § [576.402](#).
- ✓ **Centralized or coordinated assessment systems and procedures.** Documentation evidencing written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC.
- ✓ **Rental assistance agreements and payments.** The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- ✓ **Utility allowance.** The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- ✓ **Shelter and housing standards.** Documentation of compliance with the shelter and housing standards in § [576.403](#), including inspection reports.
- ✓ **Emergency shelter facilities.** The amount and type of assistance provided to each emergency shelter.
- ✓ **Services and assistance provided.** Types of essential services, rental assistance, and housing stabilization and relocation services and the amounts spent on these services and assistance. Subrecipients that are units of general-purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general-purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- ✓ **Coordination with CoC and other programs.** Document their compliance with the requirements of § [576.400](#) for consulting with the CoC and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.

- ✓ **HMIS.** Records of the participation in HMIS or a comparable database by all projects.
- ✓ **Matching.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § [576.201](#). The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- ✓ **Conflicts of interest.** Records to show compliance with the organizational conflicts-of-interest requirements in § [576.404\(a\)](#), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § [576.404\(b\)](#), and records supporting exceptions to the personal conflicts of interest prohibitions.
- ✓ **Homeless participation.** Document compliance with the homeless participation requirements under § [576.405](#).
- ✓ **Faith-based activities.** Document compliance with the faith-based activities requirements under § [576.406](#).
- ✓ **Other Federal requirements.** Document compliance with the Federal requirements in § [576.407](#), as applicable, including:
 - Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § [576.407\(a\)](#), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § [576.407\(b\)](#).
 - Records demonstrating compliance with the uniform administrative requirements in 24 CFR part [85](#) (for governments) and 24 CFR part [84](#) (for nonprofit organizations).
 - Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
 - Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part [87](#).
- ✓ **Relocation.** Document compliance with the displacement, relocation, and acquisition requirements in § [576.408](#).
- ✓ **Financial records.**
 - Supportive documentation for all costs charged to the ESG grant.
 - Documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § [576.101](#)-[576.109](#) and the cost principles in OMB Circulars A-87 (2 CFR part [225](#)) and A-122 (2 CFR part [230](#)).
 - Records of the receipt and use of program income.
 - Documentation of compliance with the expenditure limits in § [576.100](#) and the expenditure deadline in § [576.203](#).
- ✓ **Subrecipients and contractors.**
 - The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § [576.501](#).

- The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR [85.36](#) and 24 CFR 84.40-84.48.
- The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- ✓ **Confidentiality.**
 - Written procedures to ensure:
 - ☐ All records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
 - ☐ The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - ☐ The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
 - ☐ Written confidentiality procedures.
- ✓ **Period of record retention.** All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below.
 - ☐ Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - ☐ Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - ☐ Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- ✓ **Access to records.**
 - **Federal government rights.** Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

- **Public rights.** Provide citizens, public agencies, and other interested parties with reasonable access (consistent with state and local laws regarding privacy and obligations of confidentiality and the confidentiality requirements in this part) to records regarding any uses of ESG funds the recipient received during the preceding 5 years.
- **Reports.** The recipient must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The recipient must also comply with the reporting requirements in 24 CFR parts [85](#) and [91](#) and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, ([31 U.S.C. 6101 note](#)), which are set forth in appendix A to 2 CFR part [170](#).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointment to the Parks, Recreation and Arts Commission to fill a vacancy. (<i>Action Item</i>)	Date:	4/25/2023

OBJECTIVE

For the Mayor, with City Council approval, to appoint a commissioner to fill a vacancy on the Parks, Recreation and Arts Commission.

BACKGROUND

At the March 14, 2023, City Council Meeting, Mr. Cam Mangels was appointed to the Parks, Recreation and Arts Commission. Since that appointment date, Mr. Mangels notified the Mayor of his ineligibility to serve as he has moved his residence from Garden Grove.

DISCUSSION

Pursuant to Municipal Code 2.21.013, when an unscheduled vacancy occurs whether due to resignation, removal, or other cause, a special vacancy notice shall be posted in the City Clerk's office, Information Centers of City Hall, and published in a local newspaper, within 20 days after the vacancy occurs. A final appointment to the board, committee, or commission to fill the vacancy shall not be made for at least 10 working days after posting of the notice. The attached vacancy notice was published and posted by the City Clerk's Office on April 5, 2023, and also attached is a list of applicants for consideration.

FINANCIAL IMPACT

The Commission Vacancy notice was advertised in the Orange County News, a locally adjudicated newspaper, at a publishing cost of \$130.00. Legal advertising costs are budgeted for Fiscal Year 2021/2023.

RECOMMENDATION

It is recommended that the Mayor, with City Council approval:

- Appoint a Commissioner to the Parks, Recreation and Art Commission to fill the vacancy left by Cam Mangels.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Vacancy Notice	4/14/2023	Backup Material	Vacancy_Notice_(April_23)_Parks__Rec_Affidavit_of_Publication_OCN_GG129583.pdf
List of applicants	4/14/2023	Backup Material	2023_Garden_Grove_Commission_Applicants_not_appointed.pdf

AFFP
129583 Parks Commission

Affidavit of Publication

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principle clerk of the printer of ORANGE COUNTY NEWS, a newspaper of general circulation, published ONCE WEEKLY in the city of GARDEN GROVE, County of ORANGE, which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of ORANGE, State of California under the date of March 20, 1964, Case Number A-31502; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

April 05, 2023

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Orange County News

Subscribed to and sworn by me this 5th day of April 2023.

CITY OF GARDEN GROVE

PARKS, RECREATION, AND ARTS COMMISSION SPECIAL VACANCY NOTICE

Pursuant to Garden Grove Municipal Code Section 2.21.013, notice is hereby given that the Garden Grove Parks, Recreation, and Arts Commission has an unscheduled vacancy with the term expiring December 2024. Information and a Commission application can be obtained by accessing the City's website at: www.ggcity.org or by visiting the City Clerk's Office, City Hall, 11222 Acacia Parkway, Garden Grove, California, or by calling (714) 741-5040.

Commissioners are non-compensated volunteers. The Parks, Recreation, and Arts Commission consists of seven members who are electors residing in Garden Grove. The current vacancy is to complete the term held by Commissioner Cameron Mangels. Parks, Recreation and Arts Commission meetings are regularly scheduled on the 2nd Thursday of January, April, July, and October at 6:00 p.m., and are held in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

/s/ TERESA POMEROY, CMC

City Clerk

Orange County News 4/5/2023-129583

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75 LEGAL
OCN-CITY OF GARDEN GROVE
P.O. BOX 3070
GARDEN GROVE, CA 92842

2023 Garden Grove Commission Applicants

Administrative Board of Appeals	Downtown	Measure O Citizens' Oversight Committee	Neighborhood Improvement and Conservation	Parks, Recreation and Arts	Planning	Traffic
Dalia Paz G	Zandra Munoz	Duy Nguyen	Charlene Cuellar	Donald Taylor	Dale Gilbert	Dale Gilbert
Judy Bainto	Susan Lerma	Christina Luu	Dalia Paz G	Johnny Nguyen	Duy Nguyen	Duy Nguyen
Rowenda Facundo	Aimee McAfee		Donald Taylor	Michael Maher	James Webb	James Webb
Majeda Geramy	Charlene Cuellar		Jared Wallace	Nicholas Dibs	Michael Maher	Judy Bainto
			Johnny Nguyen	Ramiro Landeros	Ramiro Landeros	William Tocki
			Michael Maher	Sarah Slegers	Linda Zamora	Tracie Pham
			Nicole Jaimes	William Tocki	Christian Jose Lopez	Joshua McNeill
			Rowenda Facundo	Linda Zamora	Reza Geramy	Minh-Tri Vu
			Tracie Pham	Christian Jose Lopez	Minh-Tri Vu	Idalia G. Valle
			Zandra Munoz	Christopher Bianco	Tonya Martin	Vincent Arzaga
			Velvet Victorian	Majeda Geramy	Vincent Arzaga	
			Andy Ngo	Nora Valle	Alejandra Colon	
			Jamie Apostol	Monique Dominguez	Linda Le	
			Tonya Martin	Alejandra Color	Aimee McAfee	
			Idalia G. Valle	Linda Le		
			Nora Valle	Jennifer Tackney		
			Martha Figueroa			

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development Department
Subject:	Award a contract to Volunteers of America of Los Angeles to operate the Central Cities Navigation Center. (Cost: Year 1 - 2,569,275, Year 2 - \$2,697,739) (<i>Action Item</i>)		
		Date:	4/25/2023

OBJECTIVE

To request City Council's approval of the award of contract to Volunteers of America of Los Angeles (VOALA) to operate the Central Cities Navigation Center (CCNC).

BACKGROUND

Over the past year, the Cities of Garden Grove, Fountain Valley and Westminster have created a tri-cities partnership in an effort to address the growing challenges of homelessness in the Orange County Central Service Planning Area (Central SPA). The collaboration would advance a regional effort to close gaps in the system of care, and to increase the level of care that is provided to the homeless population.

The 2022 Orange County Point-In-Time (PIT) Count concluded that Orange County has a total unsheltered count of 3,057 individuals. The cities of Garden Grove, Fountain Valley and Westminster have a combined count of 475 unsheltered individuals, which represents 15.54% of the unsheltered population in the County and 31.21% of the unsheltered population in the Central SPA. Per the 2022 PIT Count, the individual PIT numbers for Garden Grove are 391, Fountain Valley was 38, and Westminster was 159, collectively representing both sheltered and unsheltered numbers.

In November 2022, the cities of Garden Grove, Fountain Valley and Westminster entered into a Comprehensive Memorandum of Understanding (Tri-Cities MOU) to cooperate on the development of a future navigation center in the Central SPA. The Tri-Cities MOU achieves a major milestone to memorialize the Tri-Cities partnership and lays out the details of the future CCNC. A separate Memorandum of Understanding between the County of Orange and Garden Grove was approved in December 2022 (County MOU). The County MOU provides for funding totaling

\$11,550,000 to the City for construction and operation of the CCNC, including a one-time allocation of \$5.3 million to acquire and rehabilitate the CCNC, and ten annual installments of \$625,000 for operational cost commencing July 1, 2023.

On September 13, 2022, City Council approved a Purchase Agreement for the acquisition of 13871 West Street for the development of the CCNC. The navigation center is anticipated to provide 85 individuals experiencing homelessness within the Central SPA with emergency housing and supportive services. The supportive services that will be offered at the CCNC include: 1-on-1 case management; mental health and stabilization services/resources; substance use counseling; outpatient health services; education services; employment assistance and job training; life skills development; and transportation. The navigation center will be a referral-only based facility with managed transportation.

On October 17, 2022, the City released a Request for Proposals (RFP) for the Operator of the CCNC. Leading up to the release of the RFP, City staff conducted extensive outreach to Continuum of Care organizations throughout Southern California to inform homeless service providers about the opportunity, including: San Diego, Riverside, San Bernardino, Orange, and Los Angeles counties. Additionally, the City's current homeless service providers were notified about the RFP, and were given an opportunity to submit a proposal for consideration. At the conclusion of the RFP deadline of November 17, 2022, one formal proposal was submitted by Volunteers of America of Los Angeles to operate the CCNC.

DISCUSSION

A formal evaluation of the Volunteers of America of Los Angeles (VOALA) proposal began with a comprehensive review by the Tri-Cities Evaluation Committee comprised of city staff and public safety representatives from Garden Grove, Fountain Valley and Westminster, and the County of Orange (Office of Care Coordination). During the RFP evaluation period, City staff from the Cities of Garden Grove, Fountain Valley and Westminster toured VOALA's Hope for Home Navigation Center in Pomona and A Bridge Home Navigation Center in Los Angeles. These tours allowed City staff to assess VOALA's ability to effectively operate navigation centers that are similar to the CCNC, and provided an opportunity to interview key staff that will be involved in the operations of the CCNC.

The RFP evaluation period also included review of VOALA's references that were provided in their proposal. VOALA provided references from the following organizations: California Governor's Office of Emergency Services, City of Pomona, Los Angeles Homeless Services Authority, and the County of Orange Office of Care Coordination. The feedback that was received during the reference checks was positive and reflected VOALA's experience and success administering homeless service programs.

Additionally, City staff conducted a cost analysis to determine if the proposed annual operating cost is comparable to navigation centers in Orange County that are similar in size and specifications. City staff reached out to the Cities of Anaheim, Costa Mesa, Santa Ana and the County of Orange to collect information about the staffing levels and operational budgets for their navigation centers. Through the cost analysis, staff was able to identify several areas in the proposed budget that could be

adjusted, which resulted in several rounds of negotiations with VOALA.

VOALA will be leveraging their existing contracts with Grants for the Benefit of Homeless Individuals – Orange County (GBHI-OC), and Supportive Services for Veterans and Families (SSVF) Outreach Team for the CCNC. GBHI-OC is a program dedicated to providing true wraparound services to veterans and the general population alike who deal with substance abuse, mental health or co-occurring disorders. The program offers linkage services to other community stakeholders who share similar goals of uplifting and helping our targeted population to self-sustainability. The SSVF Outreach team will be in the CCNC 1 day a week to link the Veterans with the VA, help them access benefits, and link them to rapid rehousing and housing deposits.

Lastly, VOALA produced the Draft Policies and Procedures for the CCNC in Exhibit C, which will be reviewed by the County's Office of Care Coordination to ensure they meet the County of Orange Standards of Care for Shelter Providers. These regulations are the guiding principles for shelter providers in Orange County, and the County has agreed to assist with the annual monitoring of the CCNC to ensure these regulations are closely followed and a high level of care is provided at the CCNC.

It is recommended that the Council approve an award of contract to VOALA to operate the CCNC. The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole discretion of the CITY. As outlined in the Tri-Cities MOU and the County MOU, the VOALA contract for Fiscal Year 2023-24 will be funded by the Cities of Garden Grove (\$1,143,817), Fountain Valley (\$297,280), Westminster (\$503,178), and County of Orange (\$625,000).

Additional information to highlight about VOALA. The non-profit organization was founded in 1896 and is one of Southern California's oldest and largest nonprofit organizations. VOALA has capacity and expertise serving people experiencing homelessness through a full continuum of services, including: over 2,800 beds of interim housing shelter; community-based outreach and engagement; housing-focused case management; housing navigation; comprehensive service linkages; financial assistance; post-move-in stabilization; and homelessness prevention. Some of VOALA's largest shelter programs include Pathways to Home (300 beds—the largest homeless shelter in Los Angeles), Hope for Home (126 beds in the city of Pomona), a Project Roomkey Shelter in Pomona (126 beds), South Los Angeles Women's Shelter (125 beds), 100-bed shelter in La Puente, and a 100-bed shelter in Hacienda Heights. The agency serves more than 13,500 unhoused people annually through more than 90 programs.

FINANCIAL IMPACT

The proposed contract with VOALA calls for \$2,569,275 for the first year and \$2,697,739 for the second year to operate the CCNC. This amount is substantially in line with the cost estimate included in the Tri-Cities MOU. Per County MOU, the County of Orange will provide annual funding of \$625,000 for ten years for the operation of the CCNC. Per cost allocation plan outlined in the Tri-Cities MOU, the

City of Garden Grove's share is 58.83% of the remaining operating costs, equivalent to \$1,143,817 for Fiscal Year 2023-24 and \$1,219,185 for Fiscal Year 2024-25. These amounts will be included in the fiscal year 2023-2025 biennial budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Volunteers of America of Los Angeles with in the not-to-exceed amount of \$2,569,275 for the initial year and five percent cost inflation annually thereafter;
- Authorize the City Manager, or her designees, to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City; and
- Authorize the City Manager, or her designees, to exercise option terms and sign the amendments.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Exhibit A - CCNC Cost Allocation Plan and Operations Budget Breakdown	4/17/2023	Exhibit	Exhibit_A_- _Cost_Allocation_Plan_and_Full_Operational_Budget.docx
Exhibit B - CCNC Full Detail Operations Budget	4/17/2023	Exhibit	Exhibit_B_-_FINAL_-_Garde_Grove_VOALA_Budget_- _4.14.pdf
Exhibit C - CCNC Draft Policies and Procedures	4/17/2023	Exhibit	GG-_Policies_Procedures_(updated_4.14.23)_(2).pdf
Exhibit D - CCNC Shelter Operator Services Agreement	4/17/2023	Exhibit	Exhibit_D_-_FINAL_- _CCNC_SHELTER_OPERATOR_SERVICES_AGREEMENT.pdf

Exhibit A
Cost Allocation Plan and
Party Shares of Ongoing Operation Budget

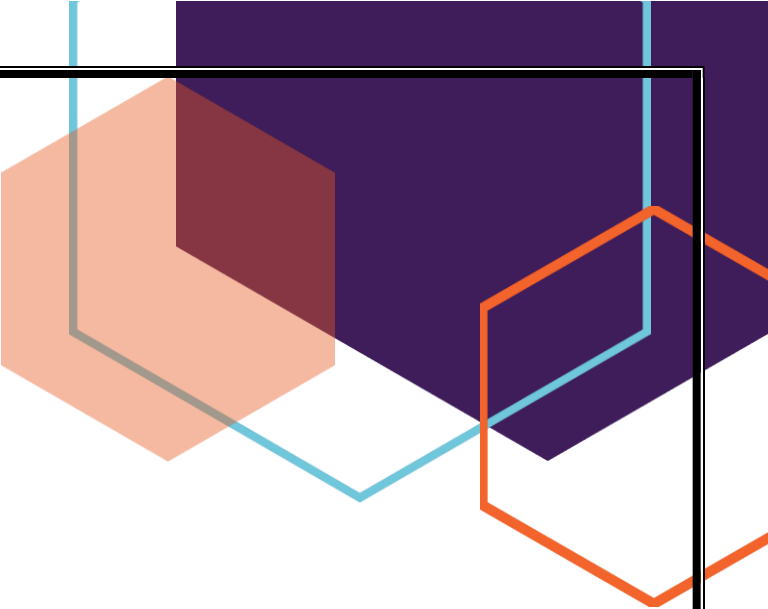
Cost Allocation Plan		
	Beds	Cost Allocation by # of Beds
Garden Grove	50	58.83%
Fountain Valley	13	15.29%
Westminster	22	25.88%
	85	100%

Party Shares of Ongoing Operation Budget (Fully Occupancy Budget)				
	C-SPA Cities Cost Allocation Plan*	Party Shares	Funding Source(s)	Percent of Total
County of Orange		\$625,000	General Fund, ARPA	24.33%
Garden Grove	58.83%	\$1,143,817	General Fund	44.52%
Fountain Valley	15.29%	\$297,280	Housing Authority, General Fund	11.57%
Westminster	25.88%	\$503,178	General Fund	19.58%
Total	100%	\$2,569,275		100%

Central Cities Navigation Center Operating Budget - 85 Beds

PERSONNEL		23%			
Title	FTE	Annual Salary	Annual Benefits	Monthly Cost	Year 1 (12 mo) Cost
Program Staff					\$ -
Program Manager III	1	\$ 75,752.00	\$ 17,423.00	\$ 7,764.58	\$ 93,175.00
Program Coordinator I	1	\$ 56,680.00	\$ 13,036.00	\$ 5,809.67	\$ 69,716.00
Housing Navigator	2	\$ 99,091.00	\$ 22,791.00	\$ 10,156.83	\$ 121,882.00
Case Manager Generalist	3	\$ 144,706.00	\$ 33,282.00	\$ 14,832.33	\$ 177,988.00
Shuttle Driver	2.1	\$ 83,036.00	\$ 19,098.00	\$ 8,511.17	\$ 102,134.00
Monitor Lead	2	\$ 82,202.00	\$ 18,906.00	\$ 8,425.67	\$ 101,108.00
Monitor	8.5	\$ 317,179.00	\$ 72,951.00	\$ 32,510.83	\$ 390,130.00
Monitor Lead - Security	1	\$ 41,101.00	\$ 9,453.00	\$ 4,212.83	\$ 50,554.00
Monitor - Security	8.5	\$ 317,179.00	\$ 72,951.00	\$ 32,510.83	\$ 390,130.00
			\$ -	\$ -	\$ -
Program Staff Total	29.1	\$ 1,216,926.00	\$ 279,891.00	\$ 124,734.75	\$ 1,496,817.00
Admin Staff					
Data Quality Spec I	1	\$ 46,738.00	\$ 10,750.00	\$ 4,790.67	\$ 57,488.00
		\$ -	\$ -	\$ -	\$ -
Admin Staff Total	1	\$ 46,738.00	\$ 10,750.00	\$ 4,790.67	\$ 57,488.00
TOTAL STAFF COSTS	30.1	\$ 1,263,664.00	\$ 290,641.00	\$ 129,525.42	\$ 1,554,305.00
PROGRAM	Start - Up Costs	Description		Monthly Cost	Year 1 (12 mo) Cost
Client Transportation		Lease a Van @ \$1.7K/month; Upkeep/Insurance @ \$1500/month		\$ 3,200.00	\$ 38,400.00
Bus Passes		Average of \$5/participant /month @ 40 clients		\$400	\$2,400
Snacks/Beverages		Snacks/beverages @ \$1500/mo. Meals supplied externally		\$ 1,500.00	\$ 18,000.00
Paper and Plastic Goods for Meals & Restroom		Food service materials and Housekeeping supplies @ \$4K/mo.		\$ 4,000.00	\$ 48,000.00
Pet Care		Pet food, supplies, and limited vet care @ \$200/week		\$ 800.00	\$ 9,600.00
Contractual Services		There will be no subcontracts			\$ -
					\$ -
					\$ -
PROGRAM TOTAL	\$ -			\$ 9,900.00	\$ 116,400.00
FACILITY COSTS	Start - Up Costs	Description		Monthly Cost	Annual Cost
Utilities		Utility costs for Gas, Water, Electricity, etc		\$ 10,000.00	\$ 120,000.00
Janitorial		\$2K/mo. for janitorial supplies		\$ 2,000.00	\$ 24,000.00
Appliance Repairs		\$300/mo. for appliance repair (laundry machines/kitchen items/IT equip./etc)		\$ 300.00	\$ 3,600.00
Pest Control		\$2K/mo. for pest prevention and amelioration		\$ 2,000.00	\$ 24,000.00
Telecom/Wi-Fi		\$2K/mo. for Wi-Fi, landlines, communication devices		\$ 2,000.00	\$ 24,000.00
Maintenance/Repair		Supplies for maintenance and	Supplies for maintenance and cost for professional repairs	\$1,000.00	\$12,000.00
Braken kitchen meals		Breakfast, lunch and dinner			\$309,400
Insurance		General liability, property, and directors/officers insurance @ \$3K/mo.		\$ 3,000.00	\$ 36,000.00
FACILITY TOTAL	\$ -			\$ 20,300.00	\$ 553,000.00
*Facility costs/additional costs to be determined between Property Owners, City, Operator before the shelter opens					
OTHER EXPENSES	Start - Up Costs	Description		Monthly Cost	Annual Cost
COVID Costs		Masks, sanitizer, gloves and other PPE supplies @ \$1K/mo.		\$ 1,000.00	\$ 12,000.00
Client Supplies		Basic needs and participant assistance for hygiene supplies, diapers, clothing, work supplies, etc. @ \$5K/mo.		\$ 5,000.00	\$ 60,000.00

Office Supplies		\$1.5K/month for office supplies	\$ 1,500.00	\$ 18,000.00
Linens	\$ 10,000.00	Initial bedding and towels purchase at \$10K; cleaning and replacement @ \$250/week	\$ 1,000.00	\$ 22,000.00
				\$ -
				\$ -
OTHER EXPENSE TOTAL	\$ 10,000.00		\$ 8,500.00	\$ 112,000.00
Subtotal				\$ 2,335,705.00
Indirect Cost (10%)				\$ 233,570.50
TOTAL OPERATING COST: MONTHLY AND ANNUAL (YEAR 1, 12 MONTHS)			\$ 168,225.42	\$ 2,569,275.50




HOMELESS PROGRAMS POLICIES AND PROCEDURES

This manual contains various policies and procedures that will serve as a guideline for VOALA employees in administering the most proficient services and support to participants.

CQI & Evaluation Department Questions?

Email Ana Rau anaflores@voala.org

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 01 Intake & Exit Policy</p>
<p>Reference</p>	
<p>Related Policies (if any)</p>	


Purpose

The policy is informed by the Funder's requirements and should be read in conjunction with current Agency standards shaping the emergent operating environment. It serves as a guide and sole mechanism for participant's intake and assessment process for VOALA's services and programs. Documentation from this assessment practice will provide the basis for developing the brief service plan, consistent and equitable participant needs, and case management services. It is the initial meeting with the participant during which the case manager gathers information to address the participant's immediate needs to encourage his/her engagement and retention in services. All of which shapes the overall cultural context emphasizing collaborative relationships and partnerships between individuals, families, communities and service providers. The policy italicizes persons within Interim Housing programs to have the same basic human rights as other members of society, as well as the right to have their specific needs met regardless of the nature, origin, type or degree of their homelessness constraints.

Scope:


The primary objective of the Intake/Exit Procedures are to ensure that the services are readily available to participants, and are being tracked from entry to exit. Policy will continue to serve as a mandate to screen participants in determining if they need case management services, and if so, to determine the model of case management most appropriate to meet their needs, and to assess the participant's willingness and readiness to engage in case management services. This includes ensuring that intake and exit policies are followed; providing participants who need a higher level of care with reference to other service providers. The following policies shall be used in conjunction with the case manager competency training to ensure that case managers are both prepared to provide services with professionalism and construct proper processes that are easily fathomable by the participants; which include:

- I. Intake of new participants shall be available at least 5 days a week during normal operating hours so long as there is bed availability.
- II. If the capacity of staff allows, participants can receive intake during extended hours or during the weekend should they need those


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accommodations.

- III. Accessibility and accommodation to shelters must be allowed between 6am and 8pm for participants.
- IV. Complete screening for all perspective participants including an eligibility screen, basic information gathering, and a Danger Assessment for persons fleeing, or attempting to flee, domestic violence and/or human trafficking and sexual assault.
- V. Utilize VOALA-approved initial screening tool (s)
- VI. During intake, if the participant (s)/population served does not meet the participant (s) or participant's family composition, a warm-hand-off referral to an Access Center in the area serving that population (s) must be conducted.
- VII. Upon intake, case managers, housing navigator and/or intake staff will assess participants mental, emotional, and behavioral health to provide eligibility for services and next steps.
- VIII. Upon entry into the program, case managers, and/or intake staff shall assign a bed to the participant. This information must be tracked in HMIS and entered at the time the participant is assigned the bed/unit and enrolled in the program.
- IX. All intake hours and contact information must be submitted to VOALA for review
- X. Intake must be completed in HMIS twice daily.
- XI. Following intake and assessment, case managers, housing navigator and or intake staff shall develop a Housing Stability Plan/ISP for participants that are not yet linked to a housing provider or housing navigator.
- XII. The Housing Stability Plan will provide a road map of the services and actions taken by both staff and the participant in order to achieve permanent housing placement.
- XIII. Goals that are outlined in the Housing Stability Plan will include items like:
 - a) Accessing personal identification (for quick referral to permanent housing)
 - b) Diversion and Prevention Assistance
 - c) Accessing certification of their current income (for quick referral to permanent housing)
 - d) Mainstream Benefits
 - e) Substance Abuse Services
 - f) Mental Health and Health Services
 - g) Vocational Services
 - h) Educational Supports
 - i) Life Skills Development

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 01 Intake & Exit Policy</p>
<p>Reference</p>	
<p>Related Policies (if any)</p>	

- j) Independent Living Programs
 - k) Rapid Re-Housing
 - l) Housing Navigation Assistance
 - m) CoC Permanent Supportive Housing
 - n) Health Services, Housing for Health or housing and Jobs Collaborative.
 - o) Department of Mental Health, Countywide Housing Assistance Programs.
 - p) Veterans Administration Housing Programs
 - q) Housing Opportunities for person with Aids (HOPWA) Housing.
- XIV. Goals within Housing Stability Plan shall follow the SMART format:
- a. Specific
 - b. Measurable
 - c. Achievable
 - d. Relevant
 - e. Time- Bound
- XV. The Housing Stability Plan may be changed should the following occur:
- a. Participant situation changes
 - b. Participant cannot carry out goals or if goals change
- XVI. The Housing Stability Plan should be signed by participant as it develops and gets updated on a weekly basis.
- XVII. Monthly Updates must be completed by case managers to assess progress towards participants' goals

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 01 Intake & Exit Policy</p>
<p>Reference</p>	
<p>Related Policies (if any)</p>	

EXITING PARTICIPANTS

XVIII. Acceptable reasons for exiting participants shall go as follows:

- a. Participant must be exited once placed into permanent housing.
- b. Participant must be exited if relocation occurs outside of Orange County.
- c. Reunification services are utilized or if participant self-resolves their housing crisis.
- d. Shall the participant pose a threat to themselves, other participants or staff members, they must be exited.
- e. Shall a participant be hospitalized or incarcerated for three to Seven consecutive days or more (Interim Housing). Note also, 3 consecutive days of unapproved absences upon on check-ins will negate exiting the program.
- f. For families where one family member is institutionalized, or other action that changes the family composition. Program Leader needs to ensure that the household is stabilized until they are transitioned to the appropriate new program/population system.

XIX. An exit plan must be in place for participants not entering Permanent Housing placement and should include referrals and linkages to other interim housing resources, with warm hand-off where possible.


XX. Exits must be entered into HMIS indicating where the Participant has “exited to.” “Unknown destination” entries in HMIS are to be discouraged.

XXI. Notice of termination shall be administered by a case manager, housing navigator, or other staff familiar with the participant’s individual case management plan.

XXII. A participant **CANNOT** be exited for any of the following reasons:

- a. Missing check-ins for 1 night, 2 consecutive nights or if they fail to show on the 3rd night.
- b. Active substance abuse
- c. Active health issues
- d. Failure to abide by personal budget
- e. Non-compliance with Housing Stability Plan
- f. Medication non-compliance


XXIII. Please note that a participant should be re-enrolled who has been exited if a bed is available.

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 01 Intake & Exit Policy</p>
<p>Reference</p>	
<p>Related Policies (if any)</p>	

Termination of Participants

A copy of this policy will be afforded and reviewed with all participants during enrollment, requiring signature to support consent and acknowledgement. This policy will be in accordance to the grievance procedures and will be reviewed simultaneously.

- XXIV. This policy will be readily available for all program participants and staff. Copies of the grievance procedures shall be clearly marked during intake and upon request.
- XXV. A summary of the program grievance resolution policies and procedures must be prominently displayed in a common area (s) in the facility.
- XXVI. For Incidents, injuries, accidents, conflicts, illnesses, trauma etc. leading to termination must be reported utilizing the Incident Reports to log, track, monitor and resolve crises.
- XXVII. All Incident Reports **MUST** be made available to VOALA upon request.
- XXVIII. VOALA must be notified immediately of incidents that resulted in emergency personnel or first responders being discharged to TH facility/facilities (i.e., police, sheriff, fire department) and any incidents resulting in hospitalization, bodily injury, and or death of participants.
- XXIX. VOALA programs shall NOT screen a participant out of Interim Housing program due to past program participation or previous stay at the program.
- XXX. VOALA programs shall NOT permanently “ban” participants from re-entering the programs, regardless of reason for the participant’s exit or termination from previous enrollments in the said program (s).
- XXXI. All participants re-entering VOALA programs after being exited or terminated shall be afforded the review of VOALA’s written standard procedures relating to Health and Safety to self, other participants and staff. A review of VOALA’s written regulations referencing funder’s requirement to conduct and maintain compliance shall be readily available at re-entry/intake requiring participant’s signature indicating evidence of consent and acknowledgement. In addition, participants shall be afforded the opportunity to review written grievance procedures requiring signature by both participant (s) and case management, navigator or intake personnel signaling comprehension and agreement on both sides. Participant shall be notifying of common area (s) where grievance procedures are displayed.

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 01 Intake & Exit Policy</p>
<p>Reference</p>	
<p>Related Policies (if any)</p>	

- XXXII. Once a participant has successfully linked to permanent housing, VOALA will provide the necessary support when that linkage has been implemented, in the form of a warm hand-off, **NOT** merely a referral.
- XXXIII. Provider must work collaboratively with Case Manager in the housing program to facilitate a quick and successful transition that is not disruptive to the participant.
- XXXIV. Complete an Exit Plan. See “Exited Participants.”



Policy # 02 Case Management Policy

Volunteers of America Los Angeles Homeless Programs Manual

Reference

Related Policies

Introduction:

The policy promotes a consistent orientation to case management service delivery and encourages a structured, collaborative and accountable approach to the case management practice of housing-first focused staff; whose role is to provide a case management service to eligible participants in accessing permanent housing via referral programs such as rapid re-housing programs, permanent supportive housing, affordable housing etc.

The implementation of the Case Management Policy supports and provides detailed guidance on different aspects of case management practices.

Purpose:

The policy is informed by the Funder’s requirements and should be read in conjunction with current Agency standards shaping the emergent operating environment. The framework provides the overarching philosophical and cultural context for case management practice reform which is grounded in an emphasis on collaborative relationships and partnerships between individuals, families, communities and service providers. VOALA case management service provision will comply with the objectives and principles of the funder’s requirement and VOALA standards. The policy emphasizes that persons within Interim Housing programs, to have the same basic human rights as other members of society, as well as the right to have their specific needs met regardless of the nature, origin, type or degree of their homelessness.

Scope:

The primary objective of the Housing-Focus case management/supportive services is to extend support to participants through an individualized case management relationship, that will ultimately translate to increased housing stability. This includes support with completing housing applications, accompanying participants to housing and /leasing appointments, and other support associated with housing placement process.

- I. Housing-focused case management will be offered in accordance with Housing First, Low Barrier, Harm reduction Trauma Informed Care Principles, to assist the participant either in self-resolving their housing crisis and to be connected to a permanent housing provider. Case management should make a rapid connection to a broad continuum of resources and permanent housing, emphasizing a short term stay in the Interim Housing program.
- II. Housing-focused case management sessions will be dedicated to assessing and re-assessing needs, education, participants on community resources opportunities, developing Housing



Policy # 02 Case Management Policy

Volunteers of America Los Angeles Homeless Programs Manual

Reference

Related Policies

- Stability Plans, scheduling appointments, and providing the necessary follow up to ensure housing stability plans are progressing on schedule and needs are adequately being addressed.
- III. Case Management services will be voluntary and participant-centered. Case managers will facilitate engaging services to support participants.
 - IV. Case managers will meet with participants on a regular basis should the participants enroll in the case management services. Case managers will document the content and outcome of case management meetings with participants in HMIS case notes.
 - V. Case managers will maintain a ratio of approximately one staff to twenty-five participants for optimal delivery.
 - VI. Caseload will be determined by supervisory staff while assessing the level of acuity/need, the amount of contact that is needed to successfully engage the household and the length of time needed to meet the participants where they reside.
 - VII. Case managers will coordinate with Housing Navigators to maintain linkages with housing. If a participant is assigned a Housing Navigator prior to enrollment/entrance to the program, the case management will facilitate coordination with said Housing Navigator to maintain services.
 - VIII. There will be distinctive roles and responsibilities if there are two staff assisting a participant to eliminate ambiguity of coordinated services and roles, or any attempt to “split staff.”
 - IX. Case managers will be designated a space at the site or at another program/administration that is reasonably close and accessible to the participants. If case management space is located off site, transportation will be provided to participant to and from case management site.
 - X. Case managers and along with designated program leaders and/coordination of designee will track all services provided to participants in HMIS in achieving housing stability and sustainability upon exit from the program.
 - XI. Case managers will meet with participants on a weekly, bi-weekly and /monthly basis to discuss and track progress of program’s services.
 - XII. Case Manager will actively support participants to establish a range of funded and leveraged activities that addresses their goals of the Housing Stability Plan to include
 - a) Accessing personal identification (for quick referral to permanent housing).
 - b) Diversion and Prevention Assistance.
 - c) Accessing certification of their current income (for quick referral to permanent housing).
 - d) Mainstream Benefits.
 - e) Substance Abuse Services.
 - f) Mental Health and Health Services
 - g) Vocational Services
 - h) Educational Supports.



Policy # 02 Case Management Policy

Volunteers of America Los Angeles Homeless Programs Manual

Reference

Related Policies

- i) Life Skills Development
- j) Independent Living Programs
- k) Legalservices
- l) Transitional Housing Programs for youths
- m) CES and Rapid Re-Housing Program.
- n) Housing Navigation Assistance.
- o) CoC Permanent Supportive Housing
- p) Health Services, Housing for Health or housing and Jobs Collaborative.
- q) Department of Mental Health, Countywide Housing Assistance Programs.
- r) Veterans Administration housing programs.
- s) Housing Opportunities for person with Aids (HOPWA) Housing.

VOALA Standards

The objective of the case management includes enabling people challenged with homelessness to achieve their maximum potential as a community member and providing specialized services that promote participants:

- I. community integration and complement mainstream services.
- II. achievement of positive outcomes in regard to individuals' independence, employment and community integration
- III. respect for their individual human worth and dignity.
- IV. live in and be part of the community.
- V. realize their individual capacities for physical, social and intellectual development.
- VI. access services which support their attainment of a reasonable quality of life.
- VII. choose their lifestyle and access the information they need to exercise informed choices in a manner appropriate to their current living circumstances and cultural background.
- VIII. participate in decisions that affect them.
- IX. when receiving services, to receive them in a manner that results in the least restrictive form.
- X. pursue any grievance in relation to service provision without fear or experience of reprisal or recrimination.
- XI. protection from neglect, abuse & exploitation.

As the role of the case management continues, it should aim to dictate:

- I. focusing on achieving positive outcomes like increasing independence, employment opportunities and engagement with the community and as a part of the community.



Policy # 02 Case Management Policy

Volunteers of America Los Angeles Homeless Programs Manual

Reference

Related Policies

- II. meeting individual needs and goals in the least restrictive and intrusive way.
- III. promoting wider recognition of a person’s valued role and status.
- IV. promoting participation in the life of their community.
- V. ensuring that no single organization providing services exercises control over all or most aspects of a person’s life.
- VI. providing opportunities to actively realize goals which are valued by the community and appropriate to their chronological age.
- VII. ensuring a person has the opportunity to direct decisions that affect their lives.
- VIII. ensuring where required, a person has access to advocacy support to enable full participation in decision making.
- IX. recognizing the importance of families, friends and supporters, including their cultural, religious, and linguistic environments.
- X. recognizing and respecting the person’s right to privacy, dignity and confidentiality.
- XI. ensuring the legal and human rights of a person with a disability are maintained in relation to the prevention of sexual, emotional and physical abuse.

SAFETY POLICY STATEMENT

Safety communication provides immense value in preventing workplace accidents and saving lives.

Our agency is committed to improving the safety and health of all employees, improving productivity through a healthier workforce, and reducing injuries and illnesses. Our agency will provide our employees with the safest possible work environment and the knowledge necessary to safely carry out their job duties. The agency's safety efforts shall be ongoing and focus on continuous improvement.

- Working safely is a responsibility shared by all employees. Managers and supervisors are to maintain the safest possible working conditions by encouraging and enforcing agency safety policies and procedures.
- Employees are to perform their duties in the safest manner possible and adhere to all established safety rules, procedures, and work practices. Employees are encouraged to actively participate in the agency's safety efforts.
- Involvement by all levels of the organization shall contribute to an effective safety and health program for the benefit of all employees, their families, and the public.

Please refer to the attached agency's Facilities and Safety Team Organizational Chart. The following individuals have been designated and empowered to coordinate the safety and health efforts of this agency.

Facilities and Accessibility Manager: Sonia Campos – scampos@voala.org

Agency Safety Email: safety@voala.org

Facilities Assistant: Gabby Ventura – gventura@voala.org

Safety Coordinator Children's Services and Programs: Andrew Grundig – agrundig@voala.org

Safety Coordinator Adult Services and Programs: Jose Garcia – jgarcia@voala.org

Safety Committee Team & Safety Ambassadors – Children's Services



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Policy # 03
Facility & Maintenance Policy and
Procedure

Reference:

<https://www.gsa.gov/policy-regulations/regulations/federal-management-regulation-fmr/i449022>

Related Policies:

<https://www.hcd.ca.gov/index.shtml>

<http://www.search-california-law.com/research/section/ca/HSC/22.2.2/index.html>

PURPOSE:

Volunteers of America Preventive Maintenance Plan for facilities has been developed to protect assets and extend the value and life of all property structures, equipment, and functions that enable us to provide uninterrupted service to our clients and staff. It is our purpose to also ensure and maintain our facilities at a level of standard that allows us to monitor and enhance services before it fails, replace or repair items before it reaches its projected life span, and anticipate problems before they become emergencies.

Procedures:

In an effort to maintain a safe and healthy environment at our facilities, and to ensure compliance with Local, State and Federal guidelines and regulations, all alterations, additions, renovations, or reconfigurations to buildings and structures must be approved by the Program Director, the Facilities and Accessibility Manager, Maintenance Director and the Chief Operating Officer (if applicable). This will include, but not be limited to:

- Acquiring a new facility
- Removal of existing walls and/or partitions.
- Construction of new walls and/or partitions.
- Reconfiguration of existing furniture, and/or new installation of furniture.
- Changes in the intended use of rooms or spaces within buildings.
- Any alteration, addition or renovation that may affect Local, State or Federal guidelines and regulations regarding Fire, Life and Safety issues.
- Any changes that might involve building and safety functions, landlord/lease agreements or local/county licenses or permits. Additionally, prior to the commencement of any building or structure alterations, additions or renovations, the following must be followed:
 - Any alterations, additions, or renovations must comply with all applicable fire codes, safety and health regulations, ADA requirements and any other applicable codes and regulations.



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- Any plans and specifications related to such alterations, additions or renovations should be coordinated through the Facilities Department to assure compliance with all applicable Safety and Health guidelines, codes and regulations.

Grounds

- Grounds and landscaping are maintained on an on-going basis. Some facilities have external vendors providing services and other services might be provided by the landlord and/or done internally by the agency's maintenance department. If you need services or clarification about the grounds at your facility, please submit a work order request and/or contact the maintenance department for clarification.
- For any request relating to maintenance requests or the grounds, please submit a work order request to the maintenance Maria Yescas Jacobo (Assistant Facilities Planner).

HVAC:

- The Maintenance Department operates and maintains the heating, ventilation, and air conditioning (HVAC) systems for all locations. In some instances, where the landlord might need to be contacted, the maintenance department should still be made aware of any issues or concerns with the equipment.
- For an explanation of how your central heating and air conditioning system operates, please refer to the maintenance department for information pertaining to your unit. Please do not allow clients or unauthorized staff attempt to adjust thermostats themselves. HVAC units at our facilities are not like home units and act primarily as sensors rather than controls. Most room temperature issues are a result of other equipment problems. All facilities should maintain a comfortable temperature level between 69 and 72 degrees.

Work Orders/Maintenance Log:

- Should a repair be needed at a facility, please submit a work order to the maintenance department via email or fax indicating the need and ensure its approved by the designated supervisor for the program (Log Attached). Any big-ticket items will be addressed with designated staff to develop a time frame and priority. All work orders



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are logged and assigned a priority level and staff person who will be responsible for completing the work. Work orders must be tracked on logs for any maintenance (minor or major) being done.

- If you require a log of repairs made at your facility, please submit a request to the maintenance assistant. We also encourage all supervisors to maintain copies of any requests and orders in a binder for on-going monitoring and communication purposes.
- Although we strive to ensure that all repairs are completed in a timely manner, some of the factors listed below might create a delay, however, all Fire, Life, and Safety items will be given top priority and addressed immediately.

Other factors to be considered:

1. Landlord/ approval or lease restrictions.
2. Funding or obtaining approval by funder/grant.
3. Acquiring permits or inspection dates/approval.

Communication:

Our commitment to on-going communication is crucial in developing timely responses and providing adequate information to all staff at all locations. We encourage all staff to get familiar with procedures pertaining to any IT, Maintenance, Facility or Safety requests to ensure and confirm requests are received. On-going monitoring should be conducted at all facilities with proper follow up by designated staff to ensure all items are addressed in a timely manner.

Health & Safety:

VOALA is committed to the goal of providing and maintaining a healthy and safe working environment, while conducting continuous improvement. This goal is only achievable by adherence to established objectives striving to exceed all obligations under applicable legislation, and by fostering an enthusiastic commitment to health, safety and the environment within VOALA personnel, contractors and visitors. In particular:



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<http://www.search-california-law.com/research/section/ca/HSC/22.2.2/index.html>

- Management, working in cooperation with the Facilities and Maintenance Department, and Safety Committee, will strive to take all reasonable steps to reduce workplace hazards to as low as reasonably achievable.
- Supervisors and managers are held accountable for the health and safety of all employees under their supervision. This includes responsibility for applicable training and instruction, appropriate follow-up on reported health and safety concerns, and implementation of recommended corrective action. This accountability is integrated into the performance appraisal system.
- Supervisors, workers and visitors are expected to perform their duties and responsibilities in a safe and healthful manner and are accountable for the Health and Safety of themselves and others.
- VOALA is committed to providing all necessary training and instruction to ensure that appropriate work practices are followed on the job, and to promote their use off the job.
- Upon being hired, all employees will go through a safety orientation that will provide all staff with guidance on policies and procedures in place with an emphasis on overall safety, physical access control, incidents, and site safety inspections. This shall be completed via the online learning portal.
- Safety needs: first aid kits, fire extinguishers, emergency backpack, list of employees and participants

Additionally, staff will complete a series of online training through the agency learning portal on the following safety topics:

1. Safety Practices at VOALA - HR training
2. Integrated Pest Management (IPM) and Data Safety Sheets
3. Fire Extinguisher basics
4. Smoke alarm and Fire Alarm Control Panel basics
5. Incident reporting (AS)



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Related Policies:

<https://www.hcd.ca.gov/index.shtml>

<http://www.search-california-law.com/research/section/ca/HSC/22.2.2/index.html>

6. Incident reporting (CS)

Health, safety, the environment and loss control in the workplace are everyone's responsibility. Here at VOALA the expectation is that everyone will join in our efforts to provide a healthy and safe working environment on a continuous day to day basis. Only through the dedication and efforts of all individuals can the agency succeed in providing a healthy safe working environment.

If you require any assistance or have any questions, please feel free to contact the following for guidance:

Current staffing for Facility/Maintenance Dept.:

Juana Rivas/Facilities- jrivas@voala.org

Sonia Campos /Facilities and Accessibility Manager - scampos@voala.org

Gabby Ventura /Facilities Assistant - gventrua@voala.org

Jimmie Guzman / Maintenance Director jguzman@voala.org

Maria Yescas Jacobo / Maintenance Assistant - myjacob@voala.org

Michael Barron/ Maintenance (Technical)-mbarron@voala.org

Work Order# _____

Adult Services Maintenance Request Form

Date: _____ Site Name: _____ Request Log # _____

Person making request: _____ Phone: _____

Please provide a brief description of service needed. Requests will be completed in order received and you will be advised if a longer time period of time is anticipated. Emergency requests have priority. Please keep yellow copy of your request for your records in the Health & Safety binder at your center.

Description of request (Please be specific): _____

To be completed by office staff

Date Received: _____ ☐ E-mail ☐ Fax ☐ Phone (Emergency only)

Priority Code: ☐ 1 Emergency ☐ 2 Health & Safety ☐ 3 General Maintenance or repair

☐ 4 Facility Asset Manager - Date Notified: _____ ☐ 5 Landscaping - Date Notified: _____

Work order assigned to: _____ Date: _____ Time: _____ for

☐ Emergency repair ☐ HVAC ☐ Electrical ☐ Painting ☐ Grounds ☐ Plumbing ☐ Custodial

To be completed by maintenance staff

Date Received: _____ Name of person completing work: _____

Description of repair: _____

Total Days:		Date Completed:	Time at site:	Time Finished:
Total Hours:		Materials Used		

Site Supervisor Signature of Completion: _____ Date: _____

Purpose:

Volunteers of America of Los Angeles (VOALA) takes the well-being and fair treatment of all of its program participants very seriously. VOALA shall listen to and address all participant complaints in a respectful and timely manner.

To that end, VOALA provides a copy of this VOALA Grievance and Termination Procedures and associated forms to all participants at intake, with additional copies available upon request. Further, this Grievance and Termination Procedures and related forms shall always be posted in a prominent location(s) within each homeless services site for easy access by all participants.

Policy:Anonymous Complaints

If you wish to make an anonymous complaint about a VOALA staff member or action, VOALA has established the following toll-free, complaint hotline:

(844) 854-6990

Participants can call at any time to raise an issue. The complaint will be reviewed by relevant staff at VOALA's corporate office within 72 business hours and addressed as appropriate.

Though VOALA keeps a record of all complaints received on this hotline and tracks how each complaint is addressed, because this hotline is anonymous, VOALA will not be able to respond directly to the complaining party.

Standard Grievance Procedure*Level 1:*

VOALA encourages any participant with a complaint to first raise this issue to regular program staff (including shelter or floor attendants, case managers, etc). Make them aware of your complaint so that they may address the situation on the front-end.

Level 2:

If the program staff do not provide you with an explanation or resolution with which you are satisfied, ask to speak with a supervisor. The supervisor shall provide you a confidential space to discuss your complaint and may be able to come up with a solution to your issue.

Level 3:

If after attempting Level 1 and Level 2 - or after you have left an anonymous complaint on the hotline, you are still not satisfied by VOALA's resolution of the issue, you may file a formal grievance:

1. Fill out a formal "**Grievance Form**," attached here. This "Grievance Form" may also be picked up from the posted Grievance Policy location in the program site or available by request from any program staff. Please fill out the form completely, describing the issue you want addressed.
2. Submit the completed "Grievance Form" to any program staff or place the completed "Grievance Form" in the locked "Grievance Box" next to the posted Grievance Procedure at the program site.
3. The completed "Grievance Form" will be transmitted to the VOALA **Grievance Coordinator** within 12 business hours of receipt. In the event that your grievance relates to or involves the Grievance Coordinator, VOALA shall ensure review and investigation of your grievance by a non-involved senior staff member.
4. Once the Grievance Coordinator is in receipt of your formal grievance, the Grievance Coordinator will work to gather all facts and testimony from relevant parties, and **issue a written decision on the resolution of the grievance within 72 business hours (excludes weekends and holidays).**

Grievance Coordinator Information

Richard Renteria

(213) 435-4287

Mon- Fri 8am-5pm

Alternate Grievance Contact Information

Caleb Anderson

(213) 393-6942

Mon-Fri 8am – 5pm

The Grievance Coordinator shall provide a confidential area for grievances to be heard. All efforts to address and seek a resolution of a grievance shall be completed through face to face communications with the grievant to the extent possible/practicable as determined by VOALA.

5. The Grievance Coordinator shall develop and maintain written documentation of any grievance and its resolution in a central “Grievance File.” **The Grievance File**, as well as any grievant’s client file will be made available to VOALA immediately upon VOALA’s request.
6. If the resolution of a grievance by the VOALA Grievance Coordinator is unsatisfactory to you, a participant may request an appeal with someone other than the Grievance Coordinator or Program Manager that staffed the grievance. After review, participants will receive an additional and final resolution notice in writing stating the results of the appeal.
7. Participants that want to continue to pursue an appeal have the right to contact a free Dispute Resolution Program, after the completion of VOALA’s grievance appeal process. The Department of Health Services, Department of Mental Health and the Department of Public Health have established a county wide centralized phone line for participants seeking to engage in the funder grievance process. Participants can contact the appropriate funder to access the grievance appeals process. This process only evaluates and ensures that participants have received due process in the filing of a grievance with VOALA and that the above-mentioned procedures have been followed.

Participants and agencies also have the resource of the Dispute Resolution Program. The dispute resolution service will schedule a mutually beneficial

appointment time between the participant and the provider with the goal of finding a common understanding and compromise resolution to the participant's grievance.

Dispute Resolution Program 714-480-6449

Termination Procedure

Volunteers of America of Los Angeles (VOALA) is committed to serving all eligible participants and works to promote a safe environment for all participants that are served. To keep a safe environment, the following behaviors have been identified as reason for program termination.

- Physical Threats
- Verbal threats of violence or harm
- Physical violence to staff or other participants
- Sexual misconduct and/or assault
- Direct observation of participant engaging in illegal activity onsite
- The use of or selling of illegal substances ON the premises
- Activities that put the site at risk (Arson, Destruction of property)

Appeal of Termination

Clients have the right to receive their termination in writing and appeal their termination through VOALA Termination Appeal Form and submit it to the designated program staff member identified below for review. VOALA will provide an answer to the participant within five (5) days from receipt of the appeal in writing.

Please refer to the VOALA Homeless Services Participant Grievance Procedure and associated Grievance Form for instructions on how to pursue such an appeal.

Participants appealing their termination shall receive a written decision regarding their appeal per the timeline provided in the Grievance Procedure, but in no case more than five days from the date of the appeal.



Reinstatement after Termination

Termination from a VOALA program will not result in a lifetime ban from VOALA services. Rather, a participant terminated from a VOALA program may be reinstated or provided with services in the future. The determination as to reinstatement or provision of other services, and the timing of any such reinstatement is *at the sole discretion of VOALA staff*.



Grievance Form

(Must be completed by the Program Participant)

Participant Name: _____ **Phone #** _____ **Date:** _____

Provide a brief description of your grievance (attach additional pages if needed):

PROGRAM PARTICIPANT SIGNATURE: _____

Date: _____ **Time:** _____

Within 12 business hours of receipt, this form will be forwarded to the Grievance Coordinator. You will be contacted by the Grievance Coordinator as they investigate your grievance and will be provided with a written determination on this grievance within 72 business hours after receipt by the Grievance Coordinator.

FOR VOALA USE ONLY

Received by: _____ In person: _____ Grievance Box: _____
Date: _____ Time: _____
Signed: _____

Received by Grievance Coordinator:

Date: _____ **Time:** _____
Grievance Coordinator Signature: _____



Volunteers of America of Los Angeles (VOALA)

Disclosure to Program Participants and Acknowledgement of Receipt of

VOALA Homeless Services Participant Grievance Procedure

VOALA services are provided to all individuals who are eligible without discrimination on the basis of HIV infection, race, creed, color, age, sex, gender, sexual orientation, religion, ancestry, national origin, physical or mental handicap (including substance abuse), immigrant status, political affiliation or belief.

By signing below, I acknowledge that VOALA has provided me with my own copy of the VOALA Homeless Services Participant Grievance Procedure, including the Grievance Form, has explained the Grievance Procedure to me, and has answered any questions I had.

I further understand that if I need another copy of this Grievance Procedure or Grievance Form at any point in the future, I can ask VOALA staff, or retrieve a copy of either document from the posted Grievance Procedure location at my program site.

Signature _____ Date _____

Participant Name _____ Phone _____



Volunteers of America Los Angeles Homeless Programs Manual

Policy # 05
Integrated Pest Management
Policy and Procedure

Reference: <https://www.cdpr.ca.gov>

Related Policies: [Pesticides and Pest Control Operations](#) (Title 3, Division 6) [Structural Pest Control Board](#) (Title 16, Division 19) [Entire California Code of Regulations](#) (Titles 1-28)



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Policy # 05
Integrated Pest Management
Policy and Procedure

Reference: <https://www.cdpr.ca.gov>

Related Policies: [Pesticides and Pest Control Operations](#) (Title 3, Division 6) [Structural Pest Control Board](#) (Title 16, Division 19) [Entire California Code of Regulations](#) (Titles 1-28)

Purpose:

To provide a pest management program at all VOALA facilities that ensure pest management functions and principles adherence to the California Integrated Pest Management (IPM) regulations to reduce pests, reduce toxic chemical exposure and ensure a safe environment for staff, participants and visitors.

Overview:

VOALA is dedicated to ensure facilities are safe and clean, management, supervisors and other individuals responsible for maintaining grounds are aware of the various types of options that is available for the control of pest problems.

VOALA has established an Integrated Pest Management (IPM) program and requires for facilities to incorporate it's use and practices. The following steps will be addressed both internally and externally to include staff, participants and vendors in maintaining an effective program.

Procedures:

RISK ASSESSMENT

Due to the location and population served in the housing units, ideally some IPM practices will not be able to be followed. Consideration for the least restrictive and environmentally friendly products approved by the EPA is the agency's number one priority; however, at times, this might not be able to be accomplished.

When needed, an assessment will be done by internal staff to ensure IPM practices is being followed to reduce pests. If the issue continues, an external vendor will be contacted to do an assessment. Following the guidance of IPM practices and if indicated by a contractor that additional measures are needed, VOALA will follow the given guidance and also post notices, inform the clients, and maintain SDS information available to staff and clients to provide additional safety practices.



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Additionally, these measures will be in place to ensure that pests are controlled and maintained to reduce exposure, re-occurring incidents, and to address any issues identified to reduce the likelihood of an outbreak, which is common in housing facilities.

Documentation and recommendation for pest control will be provided on all assessments and invoices.

PESTS:

It is the policy of VOALA to control pests as best as possible. Pests such as cockroaches, fleas, fire ants, flies, bed bugs, stinging wasps, termites, and rodents are annoying and can disrupt the environment. Pests are known to bite, sting, or transmit diseases, and may also cause allergic responses.

PEST MANAGEMENT:

It is the policy of VOALA to reduce exposure to pesticides in the environment. When pesticides are used to control pests, there is potential for human exposure. Excessive use may result in pesticide poisoning or allergic reaction in sensitive individuals and therefore limited intervals for spraying (if applicable) and proper notification to clients and staff along with airing out and evacuation periods are set for periods of time to ensure safety, good quality air and proper ventilation.

In order to reduce and control pests and harmful exposure, pests will be managed to:

- Reduce any potential human health hazard or to protect against a significant threat to public safety.
- Prevent loss or damage to resources, structures or property.
- Prevent pests from spreading in the community or increase animal populations beyond the facility.
- Enhance the quality of life for the staff and others.

The level of pest control and the method of pest management to be considered are as follows:

- Non-Chemical prevention of pest populations using methods such as sanitation and exclusion.
- Application of pesticides only “as needed” to correct verified problems.



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Volunteers of America Los Angeles Homeless
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- Selecting the least hazardous methods and materials effective for control of targeted pests.
- Precision targeting of pesticides to areas not contacted or accessible to children, participants and staff.

The success of an IPM program is dependent upon:

- Full cooperation of administrators, staff and parents.
- Establishment of agency wide IPM coordinator and safety committee.
- Safety committees should include pest management and pesticide policy as part of their agenda.
- Each shelter shall designate a staff member to coordinate the IPM program and work with the Maintenance Supervisor and maintain pest management records on site. Depending on lease agreements, designated staff will send maintenance request to the landlord or Facilities and Safety Team.

IPM procedures will determine when to control pests, and whether to use physical, horticultural or biological means. Chemical controls should be used as a last resort. Staff that is a part of the IPM team and contracted vendors should depend on current, comprehensive information on the pest, and its environment and the best available pest control methods.

IPM programs will include the following components:

1. Monitoring and Action Thresholds- Checking for pests, damage or other evidence of infestation, which will enable selection of the most appropriate pest control procedures.
2. Food Service- Pest control consistently assures that the kitchen is gnat and pest free as much as possible with bi-monthly spraying.
3. Safety- Incorporation of various pest control techniques to minimize the impact on occupants and other non-target organisms.
4. Education/Communication- Provide the necessary outreach and training to ensure that the staff has an understanding of the basic concepts of the IPM program and the role each plays.
5. Record Keeping and Reporting- Provides essential information in



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determining the effectiveness of pest control procedures.

6. Non-Pesticidal Control-Incorporates all pest control procedures that prevent pest problems.
7. Pesticidal Control- Utilizes the judicious use of pesticides to control pest's problems.
8. Program Evaluation/Quality Assurance- pest control programs will be reviewed periodically to determine the effectiveness and to identify aspects requiring modifications.

It will be the policy of VOALA to utilize IPM principles to manage pest populations adequately. While the goal of this IPM program is to reduce the use of extremely toxic pesticides, use of pesticides may be necessary in certain situations.

When it is necessary to use a pesticide, then the least hazardous pesticide will be chosen. The application of such pesticides must be used according to its label and must be approved for use on the EPA website.

NOTIFICATIONS

It is the policy of VOALA and IPM regulations to notify staff and clients and will:

- Allow only licensed or certified applicators to apply pesticides within any building or on the grounds of any facility.
- At the beginning of each fiscal year, provide the staff with a copy of any pesticide applications made at the facility during that year.

Notifications will also include:

A description of the notifications procedures and definitions for emergency situations via Safety Data Sheets (SDS) which are located in the Administrative Office.

Notification from SDS sheets will include the following:

- I. The product's common or trade name and the name of the active ingredient of the pesticide (s) being applied.
- II. The EPA Registration number as listed on the pesticide label.



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- III. The pest (s) to be controlled.
- IV. The specific locations where the pesticide is to be applied.
- V. The date of the application.
- VI. The name of the site supervisor or designee who may be contacted for further information.

In addition,

- No application of the pesticide will be made in any building without the approval of the program director.
- No staff or client shall enter the area where the application has been made until it is safe to do so according to the provisions of the pesticide label or posted notification.
- These requirements shall not apply to the use of germicides, disinfectants, sanitizers, deodorizers, antimicrobial agents, insecticidal soaps, non-volatile insect, or rodents' bait in a tamper resistant container, insect repellants or the application of a pesticide classified by the United States Environmental Protection Agency as an exempt pesticide.
- Pesticide applicators must follow all State and Federal Statutes and Regulations and follow all applicable label instructions and precautions.
- A copy of the record of each pesticide application will be maintained at the facility for a period of five (5) years.


TRAINING

Staff must be trained in the principle and practices of IPM and the use of pesticides registered by the Environmental Protection Agency. VOALA will only allow pesticide applications to be performed by outside vendors who are contracted with the pest control company. Staff must also be trained on IPM principles. IPM coordinator or designee along with contractors are required to have an annual training.

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 05 Integrated Pest Management Policy and Procedure</p>
<p>Reference: https://www.cdpr.ca.gov</p>	
<p>Related Policies: Pesticides and Pest Control Operations (Title 3, Division 6) Structural Pest Control Board (Title 16, Division 19) Entire California Code of Regulations (Titles 1-28)</p>	

REPORTS AND MONITORING

An IPM plan will be provided to staff and management and updated on a yearly basis. Each site will also maintain an IPM manual with information, notices, pest monitoring log and copies of any work orders pertaining to pest management. This binder will be reviewed on an annual basis and as needed during safety inspections completed by the IPM Coordinator.

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 05 Integrated Pest Management Policy and Procedure</p>
<p>Reference: https://www.cdpr.ca.gov</p>	
<p>Related Policies: Pesticides and Pest Control Operations (Title 3, Division 6) Structural Pest Control Board (Title 16, Division 19) Entire California Code of Regulations (Titles 1-28)</p>	

COMMUNITY

Safety Assessments and spot checks will be conducted throughout the facility to ensure internal and external measures are being monitored to reduce the occurrence of pests entering each facility. Our maintenance staff also cleans outside the facility as a preventative measure.

MAINTENANCE MEASURES:

The following is done internally by the maintenance staff to address any pest management issues along with any request for repairs, maintenance and cleanliness of each facility:

- Doors will have sweeps.
- Food pantry doors are to be kept closed. Items are to be sealed and anything broken or soiled will be discarded.
- All Trash cans will have lids.
- Cleaning schedule will be implemented and monitored for stringent adherence.
- Bathroom Trash log will be implemented.
- Reduce clutter, cardboard, and cloth items piled up.
- Provide plastic containers instead of bags.

ADDITIONAL INFORMATION:

Additional information on IPM can be found on the California Department of Pesticide Regulation at <https://www.cdpr.ca.gov>.

VOALA is a registered partner on the DPR website and will monitor information resources to ensure the most up to date information is provided and followed.



Policy # 06
Bug
Mitigation

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Related Policies: California Civil Code §1941.1, Obligations, California Civil Code §1941.2,
(Ord. 8588 § 1 (part), 1964: Ord. 7583 Part 3 Ch. 8 § 628, 1959.)


Purpose:

To have a general outline of practice with regard to a participant having or being infested with pest. To ensure a proper format and application is conducted by staff to maintain the overall cleanliness and practices of health standards performed.

Bed Bug/Lice, Pest Procedure (Description):

If a participant is found to be or illustrates signs of infestation of pest during an initial intake, search prior to entry or being assigned to a bed, the staff will notify Shift Lead and a visual search will be conducted as explained below. The Participant will be referred out immediately for treatment by medical professional, by the Lead Case Manager or Supervisor for treatment and medical clearance prior to being allowed entry to the facility. A visual inspection in a private setting will be conducted with a witness present. The designated “bug light: will be used as a tool to help determine and confirm the presence of pest, at which time following procedure will be initiated;

- Removal of all personal belonging and items in possession of the participant
- Removal of all clothing worn by participant to be bagged. The participant will be given the opportunity to shower and change into clean clothing or a jumpsuit (temporary clothing) and a hygiene kit will be provided to them by staff.
- All clothing and linen will be taken and bagged immediately for proper washing by the laundry room staff.
- The bed area will be cleaned and steamed with the steamer as a precautionary measure
- The participant will be given a re-assigned cot (if after hours).
- Participant will then be directed to their appointed Case Manager or the Lead Case Manager and be referred for treatment (Participant is not allowed to return without clearance from medical professional/Doctor stating they have received treatment and have given clearance to return to the facility.

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 07 Incident Reporting Procedures</p>
<p>Reference- Rights & Obligations-VAWA. (24 CFR §5, Subpart L)</p>	

Introduction:

The intent of this policy is to ensure the implementation of a comprehensive integrated incident monitoring system to prevent incidents, report incidents in a timely manner, and take corrective actions to address them.

Purpose:

An incident is an event involving an individual who receives services provided by Volunteers of America Los Angeles that has presented or may present a danger to the safety and/or wellbeing of that individual or of another person. All incidents occurring in a VOALA facility/program must be reported to appropriate personnel within the agency, Timothy Throne, Sr. Program Manager, applicable external oversight bodies, documented and investigated, and reviewed by Management staff or designee.

Procedure:

When should a Incident Report Form be completed and submitted?

VOALA is required to complete a Incident Report Form and submit when incident results in:

- bodily injury.
- any acts of violence.
- suspicions of abuse.
- signs of contagious disease.
- death of participants and/or staff.

any damage/theft done by participants and/or staff, that is supported by definite evidence. emergency personnel/first responders being discharged to any and all facility/facilities (e.g. police, sheriff, fire department, etc.) ***what do you do when any of the above incidents occur?***

After an incident occurs, please fill out the approved Incident Report Form. All required Incident Report Forms **MUST** be submitted *within 12-hours* of the incident occurrence. Please ensure the Incident Report Form is completed as thoroughly as possible with detailed information at hand.
Numbers for closest first responders should be made available and posted at site location.

Incidents of abuse or neglect

Incidents related to the suspicion of abuse, neglect, trauma, and/or death of children must be immediately reported to the Orange County Child Protection Hotline at: **1 (800) 207-4464**.

Upon completion of report to the Child Protection Hotline, VOALA's staff must ensure it is documented in the incident report then notify Timothy Throne, Sr. Program Manager within 12-hours of the incident. Please ensure the 19- digit Referral # provided by DCFS is included in the Incident Report.



Policy # 07
Incident Reporting Procedures

Volunteers of America Los Angeles Homeless Programs Manual

Reference- Rights & Obligations-VAWA. (24 CFR §5, Subpart L)

Incidents related to the suspicion of abuse and/or neglect of senior/elder participant must be immediately reported to the Adult Protective Services Hotline at: **1 (800) 451-5155**.

Upon completion of report to the Adult Protective Services Hotline, Contractor must ensure it is documented in the incident report then notify Timothy Throne, Sr. Program Manager within 12-hours of the incident. Please ensure to include any confirmation numbers.

What do you do when the incident involves a participant/family receiving Domestic Violence, Human Trafficking or Sexual Assault services?

When submitting an Incident Report Form involving a participant receiving Domestic Violence, Human Trafficking or Sexual Assault services, please ensure the above guidance is adhered to in addition to the following:

- Use an Alias Name and/or Unique Identifier. Do not disclose any Personally Identifiable Information (PII).
- Do not disclose the location of the property if it has been predetermined as confidential (i.e. on-site).
- Comply with the rights and obligations created under VAWA. (24 CFR §5, Subpart L)

How do I submit an Incident Report Form?

All required Incident Report Forms must be submitted via email.

Where can the Incident Report be found?

Approved Incident Report Form. Please note: VOALA must provide training and guidance to subcontractors in order to ensure program compliance. Approval of a proposed subcontractor does not relieve VOALA of any requirements under Incident Reporting Requirements.



PROGRAM INCIDENT REPORT

Date of Incident:	Name:	Location of Incident:		
Date of Report:	Person Completing Report:	Program:	Position:	Supervisor:

Description

Who was Involved: <input type="checkbox"/> Police <input type="checkbox"/> Fire <input type="checkbox"/> Ambulance <input type="checkbox"/> Child Welfare Personnel	

Staff Signature

Date:

INCIDENT REPORTING Frequently Asked Questions

When should an Incident Report Form be completed and submitted?

Contractor is required to complete an Incident Report Form and submit when incident results in:

- bodily injury.
- any acts of violence.
- suspicions of abuse.
- signs of contagious disease.
- death of participants and/or staff.
- any damage/theft done by participants and/or staff.
- emergency personnel/first responders being discharged to any and all facility/facilities (e.g. police, sheriff, fire department, etc.)

What do you do when any of the above incidents occur?

After an incident occurs, please fill out the approved Incident Report Form. All required Incident Report Forms MUST be submitted within 12-hours of the incident occurrence. Please ensure the Incident Report Form is completed as thoroughly as possible with detailed information at hand within the first 12-hours of the incident.

Incidents related to the suspicion of abuse, neglect, trauma, and/or death of children must be immediately reported to the Orange County Child Protective Services Hotline at: 1 (800) 207-4464. Upon completion of report to the Child Protection Hotline, Contractor must ensure it is documented in the incident report then notify Timothy Throne, Sr. Program Manager within 12-hours of the incident. Please ensure the 19-digit Referral# provided by DCFS is included in the Incident Report.

Incidents related to the suspicion of abuse and/or neglect of senior/elder participant must be immediately reported to Adult Protective Services at: 1 (800) 451-5155. Upon completion of report to the Adult Protective Services, Contractor must ensure it is documented in the incident report then notify Timothy Throne, Sr. Program Manager within 12-hours of the incident. Please ensure to include any confirmation numbers.

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Approved Incident Report Form. **Please note:** Contractors must provide training and guidance to subcontractors in order to ensure program compliance. Approval of a proposed subcontractor does not relieve contractor of any requirements under Incident Reporting Required



Volunteers of America Los Angeles Homeless Programs Manual

Reference- <https://www.disabilityrightsca.org/publications/rights-to-service-and-emotional-support-animals-in-housing-and-public-places-> Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities)

Related Policies: *California Food & Agriculture Code § 30851*

Purpose:

The purpose of this policy is to ensure that participants and staff have a clear understanding of the procedures around having service/ emotional support animals during participant's stay.

Policy:

Volunteers of America Los Angeles (VOALA) will reasonably accommodate any participant with an assistance animal with the understanding that each shelter has a pre-determined capacity residing in each shelter at one time. If such a reasonable accommodation cannot be made at a given facility, a referral to an appropriate facility will be made. The service/emotional support animal will be permitted to go anywhere the participant is able to visit throughout the facility. Provided within this scope shall be the training of all staff how to appropriately interact and support participant(s) with service animals in all aspects to participate in all areas of the program activities.

Procedures:

All participants who have a service and/emotional support animal must adhere to requirements below or their assistance animal's stay will end:

- All assistance animals require Lead/management staff approval before their stay, regardless of length of stay.
- All assistance animals must be vaccinated and treated for fleas, and written verification of current vaccinations and flea treatment must be provided to staff within one week of entry. After initial vaccination, booster shots must be given to the animal pet every three (3) years.
 - If a participant presents with an assistance animal that is currently not vaccinated and/or flea treated, VOALA will provide the participant with transportation to a nearby veterinary provider for free or low-cost vaccination and flea services which must be completed within one week of entry.



Policy # 08
Animal Assistance/ Service Animals
& Emotional Support

Volunteers of America Los Angeles Homeless Programs
Manual

Reference- <https://www.disabilityrightsca.org/publications/rights-to-service-and-emotional-support-animals-in-housing-and-public-places>- Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities)

Related Policies: *California Food & Agriculture Code § 30851*

- VOALA reserves the right to require follow-up flea treatments as necessary and will assist the participant in securing such treatment.
- All animals must be spayed/neutered and receive some degree of behavioral support (if and when warranted).
- All animals must be maintained in a healthy condition and sufficiently bathed and free of mange or any infestation. VOALA shall provide facilities for cleaning/bathing of the animal with the participant required to clean the premises after bathing.
- Due to Health Code Regulation, animals are not allowed in the showers, tubs, or kitchen areas. If a participant requires accompaniment in the shower, an appropriate accommodation can be organized by management staff.
- The participant will have the animal with them and under their control at all times
 - Animals may not be left alone or be made the responsibility of another participant or staff. Staff will not provide any animal care services.
- Each animal must be kept on a leash or harness at all times. The leash must be held by the individual or made so the animal is not able to roam. Should an individual's disability prevent use of a leash or harness, the individual must maintain control of the animal through voice, signal, or other effective controls.
- VOALA is not responsible for providing food or care for the animal.
- Participants are responsible for cleaning up after their animal, including disposing of any animal waste.
- Participants will be mindful of the fact that others may be afraid of animals.
- Animals must not become a nuisance or threat to any other participants, staff, or visitors.
 - Animals that display threatening behavior will be immediately addressed by staff to determine if a viable safety plan can be created. An animal that presents an ongoing safety risk will be removed from the premises.
- **If the assistance animal is not yours:**
 - Never pet, touch, feed, or deliberately startle an assistance animal

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 09 Transportation Policy</p>
<p>Reference-</p>	

VOLUNTEERS OF AMERICA LOS ANGELES TRANSPORTATION POLICY

Purpose: The intent of this policy is to ensure that all participants are transported safely within the community and returned safely to their programs.

Policy: All persons served by Volunteers of America Los Angeles (VOALA) will be accounted for while being transported using VOALA vehicles. To ensure all participants safety, VOALA staff will conduct an inspection prior to boarding the vehicle, during interim stops, upon arrival to destination, and when returning to the programs. In addition, VOALA expects all drivers to stay in compliance with motor vehicle and state regulations.

Procedures:

Assistant Program Director/Manager/Coordinator/designee shall ensure the following VOALA transportation safety measures are adhered to before boarding, while in vehicle and when exiting the vehicle.

- All vehicles requests must be received within 48 hours in advance via email.
- All requests must include date, time, destination and the length of usage. Request must be communicated with transportation manager/designee.
- Emergency vehicle request with less than 48- hours' notice shall be communicated via email or telephone to Operation's Coordinator/designee immediately.
- Driver must maintain a VOALA cell phone in working order for emergencies.
- All vehicles requested must be inspected for seat belt cutter.
- Visual inspection of tires; adequately filled with air, no flat tires...
- Vehicle has adequate gas for trip.
- Seat belts are working properly.
- Driver and participants only board the vehicle when preparing to leave for destination.
- Driver needs to check and ensure that each participant has a valid waiver/release liability form filed with VOALA.
- Driver must ensure all doors are locked after everyone has safely

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 09 Transportation Policy</p>
<p>Reference-</p>	

- boarded and with seat belts secured. Vehicle will not depart venue until all participant (s) are safely secured with seat belts.
- If at any point during the trip, driver becomes aware of the seat belt being removed, detached or unfastened, he/she must pull over safely and ensure seat belt (s) are safely secured. Vehicle will not be re-started until seat belt is safely secured. Program Management/ Shift Lead shall be informed.
- If traffic signs allow, driver will park with the passenger exit door facing the sidewalk/away from traffic.
- Driver shall ensure wiper fluid is available.
- First Aid/ Vehicle Emergency Kit must be available.

When going on a trip Assistant Program Director/Program Manager/ Coordinator/Designee shall ensure:

- Trip Form/Vehicle Trip Slip is completed.
- Ensure the following information is documented on Trip Form/Vehicle Trip Slip:
 - ✓ The Destination and Date of Trip
 - ✓ The name of the driver
 - ✓ Assign Designated Staff if not the driver (this determination will be made based on the participant (s) mental/physical/medical emergency circumstances).
 - ✓ The name of each participant attending the trip.
- Ensure that during transportation staff is familiar with participant's safe-guard if any.

When going on a trip with children on board:

- Any child must be accompanied by a parent or guardian when being transported.
- A waiver form must be secured for each child in vehicle.
- Every child transported will be secured in an age/weight/size appropriate child safety seat or child booster seat.
- All seat or child booster seat must be installed by parent; VOALA staff will not be engaged in the installation of the seat.

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 09 Transportation Policy</p>
<p>Reference-</p>	

When utilizing VOALA vehicle Assistant Program Director/Program Manager/Coordinator/Designee shall Ensure:

- All VOALA drivers must attend Vehicle Use Procedures with Linh Luong, VOALA's Insurance Coordinator, and have their driving history cleared by company's auto insurance carrier prior to driving any VOALA Owned and/or Registered Vehicles.
- All speed limits shall be adhered to. Avoid any reckless driving that place the participant(s) and all occupants at risk.
- Driver shall comply with all State Licensing and Traffic Laws, to include a valid driver's license (no revoked or suspended license), parking and moving regulations; all violations of the latter will be the sole responsibility of the driver. Please refer to California department of Motor Vehicle for further information (<https://www.dmv.ca.gov>).
- Tickets issued and received shall be the sole responsibility of the driver.
- All Food and Drinks are prohibited.
- Smoking in vehicles is prohibited.
- It is the responsibility of the driver to ensure cleanliness of vehicle.
- All vehicle occupants are responsible for all personal belongings/items.
- Personal usage of the vehicle is strictly prohibited.
- The use and influence of alcohol and any controlled substance, including but not limited to marijuana, prior to or while operating VOALA's vehicle strictly forbidden.
- The use of VOALA work cell phones while operating the vehicle is only permitted when using hands free device.
- Drivers are responsible for the security VOALA vehicles assigned to them. The vehicle engine must be shut off, keys removed from ignition, and vehicle doors locked whenever vehicle is left unattended.
- Distracted Driver citation while driving a company vehicle, of any kind, will be grounds for immediate termination of employment.
- Drivers are responsible for immediately reporting accidents/incidents, however minor, within 24 hours of the incident/accident to Program Manager/Supervisor, VOALA Insurance Coordinator and/or Human Resources. The driver must immediately complete the "Driver's Accident Report" form and submit if the vehicle is involved in any accident of any kind. A copy of the "Driver's Accident" form is placed in the binder

 <p>Volunteers of America Los Angeles Homeless Programs Manual</p>	<p>Policy # 09 Transportation Policy</p>
<p>Reference-</p>	

in vehicle.

- If Driver leaves a scene of an accident without exchanging Insurance/Driver information that's considered a Hit and Run; this will be immediate grounds for termination of employment. VOALA will further cooperate with law enforcement in prosecution of any such hit and run.
- All drivers/designee shall sign in and out of the specific vehicle in the log provided in vehicle binder.
- Upon return, driver shall complete a head count and sign Trip Form/ Vehicle Trip Slip to reflect all participants have returned.
- DO NOT transport participant if medical situation is deemed an emergency-please call 911.
- Failure to follow all policy, procedures and/or guidelines shall result in disciplinary action up to including termination of employment.



TRIP FORM

Trip Destination: _____

Date: _____

Driver: _____ Initial: _____

Designated Staff Name (if not driver): _____ Initial: _____

Head Count & Vehicle Inspection Completed

Participants Attending Trip:	Board Vehicle		Destination		Second Stop (If applicable)		Return to Program	
	Vehicle Driver	Designated Staff <small>(if there is a second person)</small>	Vehicle Driver	Designated Staff <small>(if there is a second person)</small>	Vehicle Driver	Designated Staff <small>(if there is a second person)</small>	Vehicle Driver	Designated Staff <small>(if there is a second person)</small>

I Initialed verifying completion of head counts upon boarding and exiting vehicle.

Vehicle Driver

Designated Staff (if applicable)

I have completed a thorough inspection of the vehicle and confirm all occupants/participants have boarded & exited. This was completed by boarding the vehicle, walking to the rear of the vehicle and looking behind and under every seat to ensure everyone is accounted for.

Vehicle Driver

Designated Staff (if applicable)

Assistant Program Director/Program Manager/Coordinator/ Designee Signature: _____

VOALA VEHICLE INSPECTION CHECKLIST

VEHICLE INFORMATION: Checkout

Date:		License Plate #:	
Driver Name:		VIN # (Last 4):	
Driver Contact:		Program Name & #:	
2nd Staff (if applicable):		Departure Time:	
Is this a Ct transport?	[] Yes [] No	Estimated Return Time:	

INSPECTION POINTS

VISUAL INSPECTION	YES	NO	NOTES/RECOMMENDATIONS
Registration Tags Valid			
Registration, Insurance, and Auto Liability Form in glove compartment			
Tires (nails or other obstructions)			
Mirrors (cracked or broken)			
Dashboard Sensors (if so, which? Oil change, check engine, tire pressure, batteries)			
Dents or Scratches (where?)			
Other:			

PERFORMED TESTS

Headlights (Test)			
Tail Lights (Test)			
Turn Indicator Lights (Test)			
Brake Lights (Test)			
Hazard Lights (Test)			
Horn (Test)			
Windshield Wipers (Test)			
Safety Belts (Test)			

SIGNATURES

Driver Name and Signature:	Date:	Vehicle Custodian Name & Signature:	Date:
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VEHICLE INFORMATION: Returned

Date:		License Plate #:	
Driver Name:		VIN # (Last 4):	
Driver Contact:		Program Name & #:	
2nd Staff (if applicable):		Departure Time:	
Is this a Ct transport?	[] Yes [] No	Estimated Return Time:	

INSPECTION POINTS

VISUAL INSPECTION	YES	NO	NOTES/RECOMMENDATIONS
Registration Tags Valid			
Registration, Insurance, and Auto Liability Form in glove compartment			
Tires (nails or other obstructions)			
Mirrors (cracked or broken)			
Dashboard Sensors (if so, which? Oil change, check engine, tire pressure, batteries)			
Dents or Scratches (where?)			
Other:			

PERFORMED TESTS

Headlights (Test)			
Tail Lights (Test)			
Turn Indicator Lights (Test)			
Brake Lights (Test)			
Hazard Lights (Test)			
Horn (Test)			
Windshield Wipers (Test)			
Safety Belts (Test)			

SIGNATURES

Driver Name and Signature:	Date:	Vehicle Custodian Name & Signature:	Date:
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Purpose:

This guide serves to assist with the monitoring of medication and alleviate fears when dealing with medication. The monitoring of medication may seem to be an overwhelming task that involves complex sequences of activities and misinformation regarding legal consequences. This guide will also provide an overview of the medication process and walk you through each process, step by step. In addition, to ensuring management and self-administered medication accordance with all written prescribing health care practitioner orders. To further ensure health, safety and well-being of the participant's requiring medication therapy in conformance with all applicable Federal and State Statutes and regulations.

Policy:

It is important for all monitors of Interim Housing program, to be familiar with the monitoring of medication, in order to better facilitate this act when self-medication is being administered by participants. Part of the requirement of being a VOALA program resident is that the resident must be able to perform activities of daily living on their own and perform self-medication. If there will be a certified nursing assistance on site, they will coordinate all non-emergency medical challenges to liaison with mobile clinics for services. However, if there is no certified nursing/medical assistance on site or in the likely event there is an emergency requiring more than the scope of the certified nursing assistance, 911 must be contacted.

Procedures:

Listed below are the responsibilities of all employees when monitoring medication. They are not listed in any particular order but as a collective whole. Monitors will hand out medication bins to the respective client. One important thing to note is that employees are not allowed to dispense medication. This means you are not allowed to mix or sort medication for a resident.

Monitors Responsibilities

- Monitor medication
- Document medication
- Keep the medication room clean
- Ensure the medication room is secured and locked

Monitoring medication entails all of the following:

Volunteers of America Los Angeles Homeless Programs Manual

- Ask for two patient identifiers (usually full name and birthday)
- Hand the resident his or her medication basket or bin
- Observe which medications are being taken by the resident.
- Make sure the resident does not take extra pills or larger than normal dosages (usually involves controlled medications and narcotics).
- Make sure all medications are accounted for and that the resident does not take any medication away from the medication room.
- Ensure the medication is promptly stored when the resident is done.
- Process new medication and refills as they come.
- Perform periodic counts on controlled medication.
- Communicate any activities beyond daily routines to the supervisor.

When documenting Medication, ensure the following information is being captured:

- Accurately document the name of medication, time of medication, prescribed route, correct name of medication matches the actual resident, dosage and date & signature of resident (allocated area) and staff monitoring.
- Document incoming medication to include new medication and refills.
- Create new medication sheets (located in the Medication Log binder) when a medication being used by the resident is not listed on their individual Medication Log.
- Ensure that both the Medication Log and the Controlled Medication Log sheets are both filled out when documenting narcotics and controlled medication (see section covering medication color coding).
- Make sure that medications being stored have been noted on the packing list, usually list on the outside of containers. This helps with having accountability of the medication.

Keeping the medication room clean involves the following:

- Clean the window ledge and the filing cabinets with cleaning wipes
- Clean the workspace including the computer and all work equipment
- Make sure the refrigerator is not frozen over and in working order
- Make sure the temperature of the refrigerator is within the ranges of 34 to 40 degrees Fahrenheit (essentially not frozen)
- Sweep and mop the floor in and around the medication room
- Empty out the trash can every day
- Keep the computer work area clean and clutter free before the change of shift.
- Return all equipment to their original place
- Keep the patient medication baskets and bins in alphabetical order

Ensure the medication room is secure and locked:

- The medication room must have two locked doors.

- The medication room must remain locked when staff is not available or when the room is not being actively used to monitor medication.
- All medications must be promptly returned to their storage spot.

Administration of Self-Medications

- Monitors will distribute medications bins when the Med Tech is not available, usually during the swing and overnight shifts Monday - Friday and all shifts on the weekends
- Utilize monitors who have more training or experience when supervising medication and completing forms
- Do not discard medication in the trash.
- Do not destroy any medication without filling out a Centrally Stored Medication and Destruction Record.
- The medication room must remain locked unless actively monitoring medication.
- Do not leave medication lying around, put it away after residents are don't taking medication.
- Remove medication labels on empty medication bottles before discarding the bottles to ensure patient privacy.
- Visually inspect all medication to make sure that the resident is not taking the same medication twice!
- Put extra medication in the Refill drawer to prevent confusion from residents and refill medication as they are exhausted.
- Communicate all activity and abnormal events on a notepad.
- In the event of a medical emergency, call 911
- Upon admission in to the program, all resident medication shall be surrendered to staff, including non-prescription medication and vitamins, for storage in the secured medication cabinet.
- Each medication is to be documented clearly on the medication signature logs, including name, dosage, quantity prescribed, and date of prescription.
- All medication logs **MUST** be initialed by resident under designated date of the month, the medication was taken, in the correct row that identifies the time.
- Case managers are responsible for monitoring medication adherence of their caseload. Note: Any non-prescription medication must be clearly labeled with resident's name.

Poison Control

- Staff is to make sure that the telephone number of a poison control center remains posted where it easily viewed by staff and residents.

NARCOTIC MEDICATION:

Recovery Services are state licensed drug and alcohol-free programs. Therefore, we do not permit narcotic medications of any kind.



Compliance with all prescribed medications is required by Crisis and/Bridge, Transitional Access, Women Centers, and Family Emergency Services. If for any reason you do not wish to take medication that has been prescribed for you, you will be given 14 days to obtain a note from your prescribing physician that they are removing the medication from your prescriptions. Without a note indicating this approval to stop medication from your prescribing physician, continued refusal to take the medication will be viewed as non-compliance with the program policy.

Your signature on this document signifies that you understand and agree to the conditions above.

Resident Signature: _____ Date: _____

Staff Signature: _____ Date: _____

Medication Policy and Procedures

(Requires Participant's review and signature)

Upon admission in to the program, all resident medication shall be surrendered to staff, including non-prescription medication and vitamins, for storage in the secured medication cabinet.

Each medication is to be documented clearly on the medication signature logs, including name, dosage, quantity prescribed, and date of prescription. All medication logs **MUST** be initialed by resident under designated date of the month, the medication was taken, in the correct row that identifies the time. Case managers are responsible for monitoring medication adherence of their caseload. Note: Any non-prescription medication must be clearly labeled with resident's name.



Purpose:

VOALA is committed to the protection of organizational property and people working, visiting, receiving and/or providing services at or for the organization. In addition, to prevention of incident and accidents related to security risk factors and other related workplace hazards.

It is so important for monitors to remain vigilant in keeping an eye out for risks, identifying conflicts, and recognizing when a client is in need while ensuring trauma-informed practices. Having compassion for our clients will help us solve issues in a unique way that makes clients feel at ease, which engages them with our programs and leads them on the right path in their journey to permanent housing.

Policy:

VOALA is committed to the providing a safe environment for everyone. VOALA recognizes the significant hazards related to workplace violence and potential security risk factors, and the legal and moral responsibility to take every reasonable precaution in the circumstances to protect employees, participants, vendors and other supportive services groups. Our organization is committed to the implementation and maintenance of a sustainable monitor protection and prevention program that will help to prevent or minimize security risk factors through hazard recognition, assessment, control and evaluation processes. All workplace parties are required to comply with the policy and any associated procedures as appropriate.

Procedures:

VOALA aims to provide a place for clients who are in crisis situations to turn to when they need our services. Clients and colleagues rely on the vigilance of monitors to ensure that the facility is secured at all times while still maintaining the level of compassion and professionalism needed to fulfill our mission and ensure not to retraumatize our clients.

ENTRANCE MONITORING:

Only permitted entrance and exit for clients, employees, partners, vendors, and vehicles are accessible and monitored as such. Access to any door prohibited unless during emergency



evacuation processes must remain locked and will be monitored with notification posted as such. VOALA employees, with visible VOALA ID badges, are permitted to enter and exit the facility any time without signing in. Third party partners, such as Timothy Throne, SR. Program Specialist, police, vendors, or visitors must sign in on the sign-in sheet. Clients must sign in and out using the logbook when they leave and enter the facility. The front entrance will be closed to clients every evening beginning at 8:00pm, and there is no entry into the facility between 12:00pm and 2:00am.

Politely inform clients that if they leave the facility during these hours, that they will not be permitted to re-enter the facility until the end of the curfew. Monitors working at the entrance during curfews must ask each and every client entering the facility for a work pass, regardless of how familiar the monitor is with the client.

Clients who work are given work passes by their case manager. Work passes are color-coded by month of validity. Working clients should be given the benefit of the doubt when they arrive after curfew with no work pass or present an expired work pass, but state that they are working. In such cases, the monitor must:

- make a record of the client's name and bed number.
- time they returned to the facility.
- Inform the client's case manager of the situation.
- inform the client that they must see their case manager as soon as possible to get an updated work pass.

BAG & PERSON SCREENING:

Monitors search all participant's personal belongings being brought into the facility each time a client enters the main gate. This is a critical step in ensuring the safety and security of everyone at the facility. It is important to treat every client with equal dignity and professionalism every time they are screened. When screening clients and their property, we are looking for items that are not permitted into the facility, including (but not limited to): weapons (firearms, knives, tasers, pepper spray, etc.), drugs (including marijuana), and alcohol.



Additionally, ask the client about medication that is not written in their name or is expired and inform the client that such medication must be handed over to their case manager. Some simple guidelines to keep in mind when screening a client are:

WHAT TO DO	WHAT NOT TO DO
<ul style="list-style-type: none"> ▪ Friendly greet the client ▪ Pat down client's torso and legs ▪ Use metal detector wand ▪ Thoroughly check bags (including compartments) and other belongings ▪ Treat all clients fairly and equally ▪ Be honest and transparent with people. ▪ Stay objective and fair. ▪ Respect others by treating them how they want to be treated. 	<ul style="list-style-type: none"> ▪ Not acknowledging the client - Lightly pat only a few spots on the client ▪ Forget to use the metal detector wand ▪ Get nosy/intrusive with client's belongings, i.e., reading documents or asking about personal items ▪ Play favorites with clients or be lenient with certain clients that are well-known

If a client makes it clear that s/he does not want to be pat down for whatever reason, politely ask the client to empty pockets onto the table at the gate. Proceed to use the metal detector wand and search through the client's belongings.

PATROLLING:

The facility is patrolled by monitors in zones which are rotated in 15-minute intervals. A zone map must be put in place to identify these areas. It is extremely important to remain vigilant while patrolling the facility. Look for any potential security threats and take warning signs seriously. It is critical that facility staff avoid entanglement with clients: when there is too much comfort and familiarity with clients, vigilance decreases drastically and the risk of a critical



incident increases. Complacency causes warning signs of potential incidents to get overlooked. Constantly being on the lookout will ensure the safety and security of all staff and clients.

Asset Protection is another critical aspect of the monitor's job responsibility. This includes eliminating theft and other losses. Some examples of the facility's assets include but is not limited to: Hand soap, cleaning supplies, coffee, stationery, equipment, files, or donations. These items are to be used by employees for work purposes only and are never to be removed from the facility. Clients are only allowed access to client-designated assets, such as certain types of donations, towels, utensils, or toiletries. Items that are donated from third-parties, such as Starbucks or Costco, are donated to the facility to be used if and when needed. These donations must be processed through administration to be determined whether they are going to be kept for facility use. Any other items that are donated and will not be used by the facility will then be made available to employees, upon request by the employee and approval by administration. If you suspect that a client or employee is stealing from the facility, it is your responsibility to report it to your direct supervisor. In such a case, your name will not be used in any resulting investigation or questioning. Additionally, you can rest assured in knowing that VOALA policy strictly prohibits any form of retaliation. Remember that at VOALA, it is EVERYONE's responsibility to monitor theft!

INCIDENT RESPONSE/REPORTING:

As monitors, your response to critical incidents can sometimes be a matter of life and death for our clients. Be sure to respond to incidents in a timely manner and maintain trauma-informed care, professionalism and calmness when handling incidents. If you are ever faced with an incident that you are not sure on how to handle, call a monitor lead/ lead designee over the radio for backup/assistance as soon as possible.

Incidents do happen at the facility from time to time, whether they are violent or medical. Any time a client verbally or physically threatens a fellow client or a facility employee, a monitor must fill out an incident report (refer to incident reporting policy). Additionally, when a client asks an employee to call 9-1-1 for a medical concern, we must dial emergency personnel immediately and ensure that the client is either treated by paramedics or taken to a hospital for treatment **by paramedics**, even if the client changes his mind after the call is made. Furthermore, once a client is taken for treatment, he must obtain clearance from a hospital



indicating that he is medically fit to return to the facility. An incident report should be given to supervisory staff any time

9-1-1 is called. If there is ever any uncertainty in how to respond to a critical incident, make sure to consult a monitor lead/supervisory staff for guidance.

PERSONAL PROTECTIVE EQUIPMENT (PPE) & SANITATION:

All monitors will wear PPE whenever necessary. PPE includes VOALA shirt, safety vest to provide visibility, jeans/pants to protect legs, and closed-toe shoes. When necessary, a back brace must be worn when lifting, and safety glasses must be worn if dealing with chemicals or projectiles. It is a best practice to regularly wash your hands, especially after using the restroom or interacting with other people in the facility or their belongings for extended periods of time. There are Purell dispensers located throughout the facility for your convenience. It is also a good practice to make sure that you come to work well-groomed and wearing clean clothes. Taking these steps helps prevent the spread of communicable diseases and keeps the facility sanitary and healthy for everyone.

PROPER LIFTING:

All monitors must perform proper lifting methods when utilize to lift an item of any size. Never lift items with your back and never twist your back when carrying items. Size up an item before picking it up, and if you think you will need help lifting it, ask a colleague to assist you. Always check objects for nails, splinters, or sharp edges before picking them up. Always use gloves and a back brace when necessary.

SPILLS:

When a spill is seen by a monitor or reported by a client, an employee must stay at the spill site until a wet floor sign and/or a mop can be obtained by another employee. Never leave a spill unattended.

UNSAFE WORKING CONDITIONS AND DEFECTIVE EQUIPMENT:



If you ever encounter unsafe working conditions while carrying out duties related to your work, stop whatever you are doing and report the case to your direct supervisor before proceeding. Similarly, if you are ever using a piece of equipment that you feel is not working properly or could be defective, stop using the equipment and notify your supervisor immediately. Being proactive in preventing accidents protects you and your colleagues from getting injured.

FIRE EXITS:

Refer to the facility map to identify where all of the fire exits are located throughout the facility. Be sure that in the event of an emergency, you would be able to safely escort anyone in the facility to safety. Also ensure that none of the fire exits are blocked or obstructed at any time. (refer to fire evacuation plan).

CLIENT SUPPORT

The last key aspect of the monitor position. Throughout each day, clients will approach you to ask a variety of questions and ask for certain necessities such as an iron or towels. Monitors are expected to be more proactive when patrolling the facility in approaching clients to ask how they are doing and if they have any questions or need anything. It is critical that monitors always maintain a high level of professionalism and courtesy when interacting with clients. When addressing client requests, it is important to consider the client's needs and expectations.

- Do not open any clients' mail. Do not read mail for a client even if requested. Tell them to go to case manager for assistance. Tell case manager about the request when possible. Opening a client's mail may result in a verbal warning and/or lead up to end of employment.

Volunteers of America of Los Angeles
Central Cities Navigation Center – Good Neighbor Plan

VOALA has extensive experience working with diverse communities to develop and implement good neighbor policies that result in programs that benefit our participants and the community as a whole. We recognize the efforts each city and the county have already put forth in identifying the proposed shelter locations, and will bring our expertise in managing effective shelter programs to ensure the CCNC provides a net benefit to the community.

VOALA has sited residential programs (emergency, transitional, permanent) in diverse communities across Orange and L.A. Counties. Our approach to Good Neighbor policies includes proactive outreach, hosting of community forums, and establishment of participant and community advisory boards to gather input and address concerns as they arise. VOALA is actively involved in the Coordinated Entry System in Orange County, participates with chambers of commerce and BIDs, and closely communicates with city/county representatives where we work. We will bring these same community engagement efforts to Garden Grove, where staff will actively ensure we maintain a positive and collaborative relationship with the community.

During the CCNC program startup period, the VOALA Program Manager will visit any neighboring businesses, residents, faith groups, etc. to introduce themselves, describe the program, assuage any concerns they may have, and provide them with a business card with a phone number that will be answered 24/7 by program staff. The Program Manager will conduct similar outreach to the areas immediately surrounding transportation pick-up/drop-off locations for the program.

The CCNC's Security Monitors will conduct daily walks around the outside of the shelter facility, inspecting for/cleaning up trash and ensuring that the community immediately surrounding the shelter is only positively impacted by the presence of the program. The Program Manager/Program Coordinators will conduct similar visits to each transportation pick-up/drop-off site at least once per week to ensure those sites are also not negatively impacted by the program. Any community concerns will be addressed immediately (within 24 hours, most often in a much shorter timeframe), either by deploying program staff to the location of concern to engage with an individual who is homeless, or by speaking with the concerned community member to identify their concern and discuss a plan of action to mitigate that concern.

The above strategies to remaining involved and engaged in the community and proactively building relationships with those in the areas immediately surrounding shelter facilities have proven highly successful for VOALA in the past (even in communities that may not have initially welcomed a shelter program), and we are confident they will be effective for the CCNC.



SHELTER RULES & RESPONSIBILITIES

PROGRAM PARTICIPANT RIGHTS

1. You have the right not to be discriminated against on the basis of Race, Ethnicity, Age, Color, Creed Religion, Sex, National Origin, Sexual Orientation, Handicap, Physical, Mental or Development disability.
2. You have the right to be treated with consideration and respect for personal dignity, autonomy and privacy by staff, volunteers and other participants.
3. You have the right to receive services in the least restrictive, feasible environment.
4. You have the right to consent to or refuse service upon full explanation of the expected consequences of such consent or refusal.
5. You have the right to request an extension of your 90-day stay, provided you have complied with Emergency Shelter's rules & regulations and are actively working on your housing plan within our Case Management Program. All 30- day extensions are at the discretion of Case Management Staff. Any non-compliance of the 30-day extension contract may result in immediate exit.
6. You have the right to confidentiality of communications and personal identifying information within the regulations within the limitations and requirements for disclosure of participant information under the State and Federal laws and regulations, unless release of information is specifically authorized by the participant.
7. You have the right to receive a cot/bed, a blanket and three balanced and adequate meals (breakfast, lunch & a hot dinner) daily.
8. You have the right to access safe drinking water, cups, hygiene supplies (soap, toothpaste, etc.) at all times.
9. You have the right to access clean and functioning toilets, showers and sinks.
10. You have the right to a clean, safe and well-maintained shelter environment including adequate ventilation and heat.
11. You have the right to be informed of one's own condition, of proposed or current services, and of the alternatives.
12. You have the right to have access to one's own participant record in accordance with program procedures
13. You have the right to referrals to social service providers.
14. You have the right to a copy of the shelter rules, grievance procedures, and the "Minimum Year-Round Shelter Standards".
15. You have to be informed of the reason(s) for discontinuing services, and to be involved in the planning for the consequences of that event.
16. You have the right to transportation (to and from designated pick up points)
17. You have the right to be informed of the reason(s) for denial of a service and the right to receive an explanation of the reasons for denial of service.
18. You have the right to file a grievance in accordance with program procedures.

19. You have the right to participate in any appropriate and available services, regardless of refusal of one or more services, unless there is a valid and specific necessity that precludes and/or requires the participant's participation in other services. This necessity will be explained to the participant
20. You have the right to receives services free of charge
21. You have the right to exit the program anytime you want.
22. You have the right to a confidential intake.

PROGRAM PARTICIPANT RESPONSIBILITIES

1. You have the responsibility to know and follow all Shelter Rules & Policies.
2. You have the responsibility to ask questions of the staff if you are unsure of any rule or policy.
3. You have the responsibility to treat staff, volunteers and other participants with respect.
4. You have the responsibility to avoid gossip and any situation that would lead to discord in the shelter.
5. You have the responsibility to report any action by another person that would threaten the safety of the shelter or another person.

SHELTER GENERAL RULES

Any infraction of the following rules may result in immediate dismissal from the program:

1. I will treat staff, volunteers and other participants respectfully. I will not swear or use slurs against others.
2. I will maintain personal hygiene and/or appropriate dress.
3. I will provide true and clear information to staff in order to obtain services.
4. Each participant is responsible to place his or her garbage in the trash can and not leave it on the floor near the cot/bed.
5. The shelter is not responsible for lost or stolen items. Do not leave valuables around where they can be seen.
6. No napping in common places.
7. No pets or animals of any kind are allowed in the shelter. However, Service Animals will be accommodated to the best of the shelters ability.
8. I will not have food or beverages in any unauthorized areas.
9. I will cooperate with all staff at all times.
10. I will not gamble, drink alcohol, or use any narcotics while on shelter premises.

SAFETY & SECURITY RULES

The following behaviors are not permitted on the premises of the shelter and may be cause for immediate dismissal from the program:

1. Possession of Alcohol, Drugs, Drug Paraphernalia, and/or weapons of any kind.
2. Abusive language, profanity or disrespectful attitudes and behavior towards staff or other participants.
3. Violence is not tolerated at the emergency shelter.
4. Physical/Verbal harassment or confrontation of another participant, vendor, staff or volunteers will not be accepted.
5. Sexual harassment of another participant, resident, vendor, staff or volunteer will not be accepted or tolerated.
6. Stealing from the shelter, vendor, staff, or volunteers is not permitted
7. Shelter property is not to be damaged or destroyed
8. Criminal activity on or off emergency shelter property that threatens the safety of our participants and/or off facility is not tolerated.
9. Shelter operations are not to be disrupted.
10. All Security searches will be complied with.
11. All shelter rules, responsibilities and policies will be complied with.

GRIEVANCE PROCEDURE

STEP 1

- First go to the person that you have the grievance with and try to resolve the problem. *Often times a good talk can set things right.*
- If your grievance is something simple but not with anyone in particular, first ask for the Shelter Attendant. Make them aware of your grievance so that they may address the situation. *Often there is a simple solution if we have open communication.*

IF THE PROBLEM IS NOT RESOLVED AFTER TALKING, GO TO STEP 2

STEP 2

- Ask to speak to the Shelter Attendant or person in charge.
- Explain your concern.
- Inform the staff member that you would like a mediator to be present during the conversation with the other party with which you attempted to resolve your conflict.
- You will be provided with a confidential area to discuss your grievance with the Housing Coordinator.

IF THE PROBLEM IS NOT RESOLVED AFTER TALKING TO THE SUPERVISOR, GO TO

STEP 3

- File a formal grievance/complaint in writing.

HERE'S HOW TO FILE A FORMAL GRIEVANCE/COMPLAINT

- Pick up a confidential grievance form from the Shelter Attendant, Monitor, or Housing Coordinator or at any designated boxes through-out the shelter.
- Fill out the form completely.
- Place completed form in a confidential envelope and place it in locked designated box in the shelter or you may give it to the Shelter Attendant or Housing Coordinator.
- After a three person review committee reaches a decision they will provide you a written response within 72 hours after receiving your completed grievance form.
- A member of the review committee will meet with you to make sure that you comfortable with the outcome and will personally explain to you how and why they came to a specific decision.

STEP 4

- If you are not satisfied with the decision of the review committee, you will be referred to an outside grievance resolution service. Contact Dispute Resolution Program, (714) 480-6449. you're still not satisfied, you may appeal to Timothy Throne, Sr. Program Manager: Phone: (714) 741-5144



Policies & Procedures for Disease Prevention (OC)

VOALA will follow protocols for prevention and treatment of certain diseases and conditions such as seizures, diabetic episodes, mental health episodes, lice, bed bugs, influenza, and other communicable and contagious diseases. Universal precautions will be maintained at all times in handling of fluids, client clothing, laundry, and in all cleaning of premises.

When an accident or injury to an employee or client occurs or when there has been damage to Shelter property, staff will follow a set protocol which includes:

1. Immediately contacting Supervisor about the situation
2. Dealing with any injuries
3. Securing the accident scene by obtaining names, addresses, and phone numbers of witnesses if possible, taking photos if possible, and noting any unusual circumstances
4. Recording all necessary information to complete a formal report
5. Not accepting any responsibility on behalf of the shelter Operator
6. Reporting all accidents or injuries within 24 hours to insurance carrier

If a client shows symptoms of a contagious disease or other public health concern that might threaten another person, the client will be sent to the Medical Wing or emergency room for diagnosis and treatment. If a client leaves due to disease, the bedding and client's clothes will be washed, bed cleaned, and bedding replaced on bed. Clothes and belongings will be stored in designated areas and held for the maximum amount of time permitted. The shelter will operate to conform to best health practices and concerns.

Universal precautions will be used for all handling of client possessions. Staff will follow hand washing techniques recommended by OC Health Department.

All staff will be tested for TB as required by OSHA standards and written in the Shelter Operator's Policy and Procedures handbook. If a client shows symptoms of tuberculosis, the client will be sent for medical diagnosis and asked to receive a TB test. All clients will be offered TB testing through Medical Services on site as a community health benefit



Volunteers of America Los Angeles: Cultural Competence, Linguistic Competence, and Bi-Lingual Services

Cultural Competence:

VOALA is highly committed to cultural competence in all of our programming. VOALA maintains non-discrimination policies and practices that are designed to reflect a commitment to treating all staff and clients with respect and dignity. We greatly value cultural competency at all levels, and are committed to non-discrimination in all aspects of our operations, including hiring and client selection/treatment. We do not discriminate in hiring or the provision of client care on the basis of age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or Veteran status. We have a standing policy that applies to all of our programming that all persons accessing services will be identified by the gender identification they choose. Clients will be provided beds based on their selected gender identity, and all restrooms and showers will be designed to provide ample privacy for all clients, regardless of sexual orientation, expression, or identity.

All VOALA staff are required to complete 30 educational units annually, which includes cultural sensitivity training. Among the key training points related to cultural competence are:

- 1) avoid generalizations based on race, gender, age, economics, sexual orientation or gender identity;
- 2) engender trust and be trustworthy;
- 3) listen to the client;
- 4) observe the client's responses;
- 5) never minimize or dismiss what the client expresses as a concern;
- 6) know the demographics and life experiences of clients; and
- 7) do not assume that because a staff person is the same race or has the same ethnic background that this instills cultural competence.

How principles of cultural competence are integrated into all areas of service delivery and the evaluation of project implementation:

Principles of respect for clients - including respect for their cultural and linguistic preferences - are at the core of everything VOALA does, and are integrated into all areas of service delivery. Staff are trained upon hire and during monthly staff meetings in strategies to treat clients with respect, as well as on specific issues related to cultural competence, such as policies related to LGBTQ issues, respecting religious preferences, interacting with people with disabilities, respecting cultural/ethnic preferences, etc.

Bi-Lingual Services

We will provide bilingual (English/Spanish) staff in the emergency shelter programs, and strive to hire a diverse staff. Additional linguistic services are available through language lines and translators as needed. Staff will be thoroughly trained to interact with individuals of diverse backgrounds, and in all cases will treat clients with dignity and respect. All staff are trained upon hire and through monthly staff training in approaches to treating clients with respect, including providing services in a manner that respects the client's cultural heritage and practices. We define culture broadly, not only as ethnicity/linguistic preferences, but as relates to all cultural factors that

influence the way a client prefers to be treated.

How bilingual services are provided:

Bilingual (English/Spanish) individuals are included in VOALA's direct service staff, and all documents are available in English and Spanish. Bilingual services in other languages are provided through a language line, or through in-person translators that are brought in as needed to meet the linguistic needs and preferences of our clients. Plan to ensure staff is bilingual and able to operate with a high level of cultural competency: VOALA includes preferences for bilingual staff when hiring for direct service staff serving populations where it is anticipated that clients will need support in a language other than English. Our Program Manager will monitor staffing to ensure that we have bilingual staff (for instance, if a bilingual staff member leaves, ensuring that their replacement is also bilingual). To ensure that staff is able to operate with a high level of cultural competency, VOALA provides all direct service staff with initial and ongoing training on a wide range of cultural issues.

For clients who speak Spanish, we will use bilingual staff. Translators for over 100 other languages will be provided by telephone through the "Language Line." For persons with limited literacy, information will be conveyed verbally

Linguistic Competency

Issues regarding cultural and linguistic competency are addressed:

Staff are trained to treat all clients with respect in all interactions; this includes providing services that respect a client's cultural and linguistic preferences. Any instances in which cultural and linguistic preferences are not respected, and/or instances where staff does not show cultural competency, will be immediately addressed with the staff by his/her supervisor. This will include provision of additional training on cultural competency techniques, as well as verbal/written disciplinary action.



VOALA: Non-Discrimination

VOALA will not discriminate in the provision of participant care based on:

- Age
- Race
- Color
- Religion
- Sex
- Sexual orientation
- Gender identity and expression
- Marital status
- geographic, national or ethnic origin
- HIV status
- Disability
- Veteran status

VOALA follows standards of the Americans with Disabilities Act. As such, Staff will be cognizant of physical disabilities of participants and will assist as needed to remove any barriers from the structure of the building. Staff will receive training to work appropriately with persons with disabilities, ensuring all persons are treated with dignity, value, and worth.

Service Access:

Persons accessing services will be identified by the gender identification for which they choose. Staff will provide services to persons of gender identity, expression and sexual orientation with due regard to privacy and participant rights. Bathrooms and showers will be constructed with equal privacy for all participants, regardless of sexual orientation, expression, or identity. Programs and services will be available with the dignity of all participants as the highest priority.

Site Environment and Sexual Harassment Protocols:

VOALA is committed to ensuring that all participants, volunteers and employees are able to coexist at any site in a trauma-informed care environment, free from sexual harassment and inappropriate sexual behavior.

In place is a zero-tolerance policy for sexual harassment and inappropriate behavior of a sexual nature. No sexual harassment will be tolerated by anyone on the facility grounds - including by staff, volunteers, or participants. Participants, staff, and volunteers will be notified if any of their remarks, advances, gestures, or attire constitutes sexual harassment toward any person in the facility. Anyone who believes he or she has been the subject of any such behavior will be urged to report it to the staff or supervisor immediately.

A report will be completed and taken to the appropriate staff or supervisor for resolution. Reported incidents will be investigated on a confidential basis. Provisions will be instituted to guard the safety and emotional health of persons who have been victims of a reported incident. After proper review, a person found to have engaged in sexual harassment or inappropriate behavior of a sexual nature will be subject to disciplinary action including possible immediate exit from the program or termination from employment.

Training:

Staff and volunteers will be trained in sex abuse definitions, sex offender policies, child abuse, and vulnerable adult abuse. All employees must review this training yearly and be certified to have passed its standards. VOALA sites will follow federal law requirements in reporting sex offenders. All participants will be screened for sex offenses through the National Megan's Law database. Screening will be conducted at the time of bed reservation or employment/volunteer application.

QUALITY ASSURANCE PLAN

Activities to be monitored to ensure compliance with all requirements;

All activities will be tracked on the Clarity HMIS database. The activities that will be tracked will include: bed assignments, case management services and notes, referrals, and placement type at exit. The Database Coordinator- HMIS will be able to pull reports from the database to track missing data, performance outcomes as well as to monitor every day program activities. The reports will be shared with management

Monitoring methods to be used;

Monitoring will occur at two levels. The Database Coordinator- HMIS will monitor files and encourage staff to review files the last Friday of every month to identify what information is missing or inaccurate in files for the month's enrollments, provided services and successful program completions. Staff will also check to see if all data in files match what is in database and vice versa. Staff will have a rubric of required documentation to use as a reference on file and database standards. The Database Coordinator- HMIS will use the monthly reviews to ensure all services are being provided accordingly and in line with contract requirements. This will be in addition to the monthly reports the Database Coordinator- HMIS will be pulling from Clarity.

The VOALA Quality Assurance (QA) Department will audit the program at least twice a year. All findings are reviewed with management at the end of the visit. If a considerable number of findings are discovered that warrants a return visit, then the program is given one month to correct the identified areas needing improvement. At the return visit, the previous files with findings will be pulled along with additional random files to ensure new practices are in place to avoid further findings. If additional findings occur, the program manager must submit a corrective action plan and review it with the Senior Program Manager and the COO. The corrective action plan must be implemented immediately. After two weeks, the QA team will revisit and audit files to confirm initiation and implementation of corrective action plan. During the next regular scheduled audit, the QA team will continue to look for areas to be improved as part of the normal file review.

Frequency of monitoring;

Program staff will monitor the files monthly. In addition, the QA department will review the files at least twice a year.

Samples of forms to be used in monitoring;

Examples of questions on the electronic rubric include:

Personnel performing monitoring

Director of Evaluation and Monitoring, oversees the QA department. The Database Coordinator- HMIS ensures QA tasks and responsibilities are completed QA team. HMIS Coordinators participate in ongoing trainings and community partner forums to help inform their training and support that they provide to program coordinators and their staff.

Documentation methods of all monitoring results, including any corrective action taken.

The QA team creates an electronic rubric that they use to review each file. 10% of the files are randomly pulled and reviewed. Information is recorded in the electronic rubric. In addition, notes are left on the file as a reference for immediate corrections. A spreadsheet is pulled from the electric rubric and all findings are placed into a report that highlights where the program is performing well, areas needing corrections as well as possible recommendations to consider for future efficiency and accuracy. If a considerable number of findings are discovered that warrants a return visit, then the month is given one month to correct the identified areas needing improvement. At the return visit, the previous files with findings will be pulled along with additional random files to ensure new practices are in place to avoid further findings. If additional findings occur, the program coordinator must submit a corrective action plan and review it with the Senior Program Manager and the COO.

File Handling and Storage Policy

File Handling

The HIPAA privacy rule establishes national standards to protect individuals' medical records and other personal health information. It is important that you do the following to remain HIPAA compliant as well as VOALA compliant with confidentiality requirements.

1. Do not leave files unattended (for example, left on desk and walk away).
2. All files must be kept in a locked cabinet not located in high traffic area where clients walk through. Key to files must be kept in a discrete location. The key cannot be left sitting in the filing cabinet when cabinet is unlocked.
3. No files are to be removed from facility without proper justification and program manager approval.
4. Only once program manager approval is provided, can files be transported and with reasonable justification.

File Storage

- All files must be kept on site for one year after completion of the program year. If your program is overdue for an audit, hold on to files for an extra year. Make sure to review funder contract to see if any special requirements need to be applied.
- If you wish to scan files into cloud for future case management needs, please discuss with Ralph on how to proceed. Also, there will be a costs for scanning, so you will need approval from supervisor and accounting before scanning. Hard files still need to be kept and not destroyed. (This does not relate to what may be scanned into a database: For example, scanning copy of certificate into Service Point).
- For files that no longer need to be on site, may be stored for the remaining 2-3 years prior to being shredded (must keep all files for five years following end of that program year unless funder requires a longer storage time). In order to store files, please complete the following steps:
 - Create a log that includes what client files are in each box.
 - Put a copy of a list of included clients on top of files inside the box.
 - Mark the outside of the box in blue or black thick marker with the following information:
 - Box Number of Total Boxes
 - For example: *Box 3 of 7 Boxes*
 - Name of Program/ Service Type
 - For example *Hollywood Veterans Center/ Veteran Services* or *Rapid Rehousing SPA 3/ Homeless Services*
 - Program Year
 - For example *2018-2019*
 - Alphabet range of clients in box:
 - For example: *Hi-Ka*
 - *Date to be shredded (either based on funder requirements (priority) or 5 years after program year)*
 - Do not put paper with info on outside of box, because the paper eventually falls off.
- Once boxes are prepared, contact **Denise Olachea-Lamas at dolach@voala.org** to coordinate transfer of boxes to storage. In the email, let her know the name of your program/ service type and number of boxes as well as current location of boxes.
- A program staff will be asked to coordinate designated file drop-off date/time with Denise prior to meeting at the storage site to ensure that future retrieval of the files will be easy to access.
- In addition, do not go directly to location without prior approval. Same process as dropping off files, if files need to be retrieved for audit purposes or other reason submit request to Denise via email to coordinate date/time not to disrupt daily operations of facility.

Storage Tracking at Program

Once files are stored keep a binder on site with information regarding each box as well as storage location. In addition, note when the documents should be removed from storage and shredded.

- 1) Put client log for each box in a binder. Be sure to include storage location as well as date to be shredded.

Onboarding: New Hire Orientation Checklist

Please Initial:

1. New Hire Personal Data Sheet

2. Invitation to Self-Identify

3. Voluntary Self-Identification of Disability

4. Job Summary

5. Notice to Employee

6. W-4 Form- Employee Withholdings

7. Employee's Withholding Allowance Certificate

8. Notice to Employee Regarding the W-4

9. I-9 Employment Verification Form

10. Earned Income Credit

11. Smoking and Drug Free Workplace

12. Safely Surrendered Baby Law

13. Sexual Harassment Pamphlet

14. Harassment in the Workplace Policy

15. Complaint and Grievance Policy

16. Employee Confidentiality Responsibility Agreement

17. Employee Acknowledgement and Confidentiality Agreement

18. Acknowledgement of HIPPA Compliance for Employees

19. Statement Acknowledging Requirement to Report Child Abuse

20. Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adults and Elders

21. Unlawful Solicitation and Conflict of Interest Policy

22. Fraternalization Policy

23. Dress Code Policy

24. Paid Sick Time Policy (rev. 07/01/17)

25. Extended Absences & STDI Benefits

26. Staff Attendance Policy (rev. 10/15)

27. Employee Housing Policy

28. Social Networking Policy

29. Dispute Resolution Agreement

30. Business Expense Reimbursement Policy

31. NovaTime Edit Request Form

32. Direct Deposit Agreement Form

33. Holiday Schedule

34. Employee Handbook Acknowledgment Form

35. Pre-selection of Treating Physician Form

36. Pre-designation of Personal Physician Form

37. Notice of Personal Chiropractor or Acupuncturist

38. Workers Compensation Benefits Information

39. Benefit Life Insurance Form

40. Marketplace Coverage Options Information A and B

41. Employee Assistance Program Information

42. Cigna Healthy Rewards Program Information

43. 403b and 401a- One America Information

44. Participant Enrollment Form for 401a and 403b Plans

45. 403b and 401a Investment Options Election Form

46. Fraud Warning Notice

47. Participant Beneficiary Designation Form

48. Badge Form
-

Username and Password Acknowledgement: I understand that VOALA prohibits the sharing and misuse of login information. I agree not to share my usernames and passwords, not to let others use a computer I am currently logged in to, and ensuring that when I leave my desk, my computer is locked to keep information confidential and protected. I also agree to only using the usernames and passwords assigned to me, and never to use log in information of another employee.

Employee Signature: _____ Date: _____

New Hire Paperwork Acknowledgement: I have received and been informed about each of the topics I have initialed, have had all of my questions answered to my satisfaction at this time and agree to abide by the VOALA policies. I understand that any additional questions about the topics covered during this orientation should be directed to my Supervisor or Human Resources.

Employee Signature: _____ Date: _____

Central Cities Navigation Center

Welcome Orientation Packet

Welcome to the Shelter– Central Cities Navigation Center

We aim to offer safe, shelter and connection to supportive services, to help you in your journey from homeless to housed. Our staff here at CCNC will work with you on your goals and aspirations, with the aim of achieving housing stability. Our onsite services include your own bed space, 3 meals each day, laundry facilities, transportation, and tailored support. We partner with agencies to provide access to healthcare, benefits, education, spiritual and wellness workshops, with a weekly activity program – please ask your case manager for updates and more information – you can decide what’s right for you during your stay here at CCNC.

The safety of everyone here is one of our top priorities. Please respect yourself, our staff and fellow guests during your stay. Our community around us is very important too and we have agreements with our neighbors to help us all maintain a clean and tidy environment.

We welcome your feedback during your stay. Your case manager is available for any questions or suggestions. Please have a safe and productive time here at Yale!

The following is a collection of program policy and expectations that assist VOA in providing the best possible service available.

Length of Stay

CCNC length of stay is determined individually and based on the need of the participant. The average length of stay is decided on each individual. This is a first come first serve program, thus no beds are reserved for anyone. Participants may issue a case management request but are only considered to those who are participating in their housing stability plan and have provided a written request to case management stating the reasoning for their request.

Case Management

Case Management is a primary service that we are offering to all participants. Upon entry your case manager will meet with you and complete an intake packet that outlines various consents, service agreements, and begin your Housing Stability Plan. The housing stability plan is going to be your roadmap to success here at CCNC. Your Case Manager and yourself will work together to identify, address, and overcome your barriers to housing and how the program can provide assistance to overcoming those barriers.

Goals that are outlined in the Housing Stability Plan will include items like:

- o Obtaining California ID
- o Providing Proof of Income
- o Obtaining Mainstream benefits (like Cal Fresh, Cash Aid, SSI/SSDI, etc.)
- o Substance Abuse/Mental Health Services
- o Health Services (Low income/Medi-Cal accepted)
- o Employment/Vocational/Educational Services
- o Legal Services (Low Income/Public Defender/legal aid)
- o Life skills Development
- o Rapid Re-Housing Referral
- o Transitional Housing Resources
- o Housing Navigation Assistance

- o Housing For Health
- o Veterans Services
- o HOPWA Housing and Supportive Services

Case Managers want to support you in accomplishing these items that will lead you to finding your new home. The *best* way Case Management can support you is through regular meetings and communication. You will be meeting with your Case Manager once a week to discuss the goals on your Housing Stability Plan and as the situation may change, so will your plan.

At times it is hard to ask for help, we understand where you are at because some of us have been in the same place. If there is something you need assistance with to help you meet your goals, **ASK!** Your Case Manager will find resources to help you.

Housing Navigation

CCNC offers housing navigation within the agency and will also seek outside agencies to assist with your goals to find housing. The participant, Case Manager, and Housing Navigator work together to find additional housing resources that would fit your individual needs

Attendance

Participants must maintain daily attendance to CCNC, and sign-in by the curfew time when off-site.

Confidentiality

CCNC takes privacy and confidentiality of Participants seriously. Therefore, to protect the privacy of participants we use a secure data management system, known as the Homeless Management Information System (HMIS). As a contracted agency, we are legally bound to protect your personal information. VOALA are required to obtain your written consent to be able to share such information, when needed, to provide you with the necessary support and consult with other community partners. Additionally, our staff is not permitted to confirm or deny a participant's program participations/ use of services via telephone or in person without your written consent.

Security

CCNC wants to provide a safe and supportive environment to all participants. Operations staff will be present at all times to ensure your safety and secure the location. If at any time you feel unsafe, please let a staff member know your concerns. To maintain a safe environment, participants are expected to sign out when leaving and sign in when returning to the site

Screening

To maintain a safe property and environment for everyone at CCNC screening of participant property and use of a metal detection wand will be used at entry to the facility. During the screening process, staff will ask participants to turn out pockets or remove shoes. This is done to ensure that contraband is not being brought onsite. At times property and person screenings will be issued at random to secure the property.

Rounds/Perimeter Checks

Operations staff will perform routine rounds and perimeter checks to ensure the safety of the property and participants. Living areas are subject to search and contraband will be confiscated.

Evacuation Plans

The property has an evacuation plan posted in case of an emergency. Please review these plans and familiarize yourself with the emergency exits.

Hygiene

Participants are expected to maintain a healthy hygiene regimen. Personal Hygiene times are posted in the program schedule. At this time hygiene supplies and clean towels will be provided by staff. Shower times are reserved for this hygiene period and bathrooms are to remain open when not in use. Exceptions to use of showers can be made by Case Management when employed or otherwise needed. Showers are not to exceed 10 minutes in length. **Showers times TBC.**

Smoking

Smoking on property may only be done in designated areas that will be outlined at intake. These designated areas are 20 feet away from doors and windows, ensuring we provide a safe space for all participants. Smoking in these areas is only allowed during programming hours (6pm to 10pm) and will not be allowed after lights out. Remain respectful and dispose of cigarette butts in the provided receptacles. Smoking indoors is never permitted.

Personal Property

All participants are allowed to bring in only one large suitcase/duffel bag and one additional bag. Ask your Case Manager if you need information about free/low-cost storage services while staying with us.

- o Personal property of significant value should not be kept at **CCNC**.
- o Please note that **VOALA/CCNC** does not accept responsibility for any personal property, or for any theft, damage, or loss of a participant's personal property while in the program/facility.
- o Possessions held on behalf of the participant will be returned within 24-hours of the participant's request.

Contraband

To maintain a safe environment, the following items are considered contraband and will be confiscated:

<ul style="list-style-type: none">– Open food or drink containers– Canned Goods– Illicit Drugs– Drug Paraphernalia and Broken items to be considered paraphernalia– Alcoholic Beverages– Rubbing alcohols– Food Storage– Nail clippers– Metal Nail Files– Personal Blankets and Pillows– Peroxide	<ul style="list-style-type: none">– Razors/Shavers– Nail Polish Remover– Curling/Flat Irons– Glass Bottles– Aerosol Sprays– Electrical Cords over standard length– Scissors of any kind– Weapons: Knives, pepper spray, MASE, firearms, bats, or anything deemed unsafe by VOA staff
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Medications

Medication storage (including refrigeration) is available to those who require it.

Dress Code

To maintain a safe and respectful environment the following dress code should be upheld by all participants:

- o Wear shoes or appropriate foot attire at all times
- o No offensive, hateful, inappropriate language on clothing
- o Remain fully clothed at all times including undergarments
- o Refrain from wearing revealing attire including:
 - low cut, midriff, or torn shirts
 - Shorts/skirts hemline must not fall above thighs and should cover participant in all mobility

If you need access to clothing, please let your Case Manager know.

Reasonable Accommodation

CCNC provides **reasonable accommodations** for persons with disabilities. A **reasonable accommodation** is a change in rules, policies, practices, or services so that a person with a disability will have an equal opportunity to use and enjoy a dwelling or common space here at the facility. Any participant in request of reasonable accommodations needs only to notify their case manager of the accommodation needed in writing and present any supportive documentation to be placed in the participants file as reference. A supportive case note will also be entered into the HMIS system.

Refusing Services

All participants have the right to refuse program services. If you would like to refuse services, please see your Case Manager so that an accommodation or referral can be made to assist you.

Linen

To maintain a clean environment linen in the form of a sheet, blanket and pillow will be provided daily during morning hygiene

Phones

Cell Phones are permitted onsite. During programming hours, it is important to respect the supportive environment and turn the phone off/keep on silent.

Service/Therapy Animals

Participants accompanied by a service and/or therapy animal will be allowed on the premises. Please review the Animal Assistance / Service Animals & Emotional Support Policy.

Program Schedule

Participants are required to adhere to the following program schedule daily:

TIMES	MON	TUES	WED	THURS	FRI	SAT	SUN
TBC	Intake/ Dinner	Intake/ Dinner	Intake/ Dinner	Intake/ Dinner	Intake/ Dinner	Intake/ Dinner	Intake/ Dinner
TBC	Showers	Showers	Showers	Showers	Showers	Showers	Showers
TBC	Wake Up Call	Wake Up Call	Wake Up Call	Wake Up Call	Wake Up Call	Wake Up Call	Wake Up Call
TBC	Bus Stop	Bus Stop	Bus Stop	Bus Stop	Bus Stop	Bus Stop	Bus Stop
TBC	Closed	Closed	Closed	Closed	Closed	Closed	Closed

WELCOME ORIENTATION

CCNC believes in clarity and transparency of its operations. The purpose of this packet is to notify you of the program expectations during your stay, answer any questions you may have, and help you acclimate to the program. **CCNC** also offers a wide range of on-site and referral services that can be overwhelming when explained upon Intake. If you have further questions or concerns, the Case Manager conducting this intake is available to answer your questions and/or listen to your concerns.

By signing below, I hereby acknowledge that I have been informed and read all of the aforementioned policies, rules, and procedures in reference to Central Cities Navigation Center. I also acknowledge that I have been given a copy of the Welcome Packet. I attest that a Case Manager/ Staff have reviewed each section and that I fully understand program guidelines, rules, and expectations set forth by Volunteers of America.

Participant Name

Signature

Date

Witness Name

Signature

Date

**Please ensure to keep a copy of this signed copy for your records*

**CENTRAL CITIES
NAVIGATION CENTER OPERATOR
SERVICES AGREEMENT**

THIS OPERATOR SERVICES AGREEMENT is made and entered into this _____ day of _____, 2023, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **VOLUNTEERS OF AMERICA OF LOS ANGELES**, a California nonprofit corporation, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council approval dated _____; and
2. CITY proposes to utilize the services of CONTRACTOR to provide shelter operator services for the City's homeless navigation center located at 13871 West Street, Garden Grove ("Center"), in accordance with the Scope of Services (Attachment A) of this agreement (the "PROJECT"); and
3. CONTRACTOR represents that it is knowledgeable in its field and that any services performed by CONTRACTOR under this Agreement will be performed in compliance with the Orange County Standards of Care for Emergency Shelter Providers; and
4. The PROJECT is in the vital and best interests of the CITY, and the cities of Fountain Valley and Westminster, in addition to the health, safety and welfare of the residents of the community, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of two (2) years from full execution of the agreement, with an option to extend said agreement additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole discretion of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to the date of termination in accordance with Section 3. CONTRACTOR is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as

Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of XXXXXXXXXXXXXXXX (\$XXXX.XX) per fiscal year (July 1 through June 30 annually), payable in arrears and in accordance with the Proposal in Attachment "A".
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. Within 45 days of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in the Proposal (Attachment A).
- 3.3 **Records of Expenses.** CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 **COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY.
- 4.2 **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 **INSURANCE AMOUNTS.** CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
 - (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must

be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Sexual abuse/molestation coverage with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- (d) Commercial crime/employee theft policy providing coverage in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000).
- (e) Cyber liability policy in an amount not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate to provide coverage for security and privacy liability, medical liability, cyber extortion, business interruption and extra expense.

4.4 POLICY REQUIREMENTS.

- (a) An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate CITY and the cities of Fountain Valley and Westminster, their officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (b) An Additional Insured Endorsement for the policy under section 4.3 (b) and (c) shall designate CITY and the cities of Fountain Valley and Westminster, their officers, officials, employees, agents, and volunteers as additional insureds. A loss payee endorsement shall further be provided for all losses under the commercial crime/employee theft policy. The cities shall be designated as loss payees. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.
- (c) A waiver of subrogation shall be provided by the carriers for each policy waiving subrogation against CITY and the cities of Fountain Valley and Westminster, their officers, officials, agents, employees, consultants, and volunteers.

- (d) For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and the cities of Fountain Valley and Westminster, their officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the cities, their officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
 - (e) All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier or CONTRACTOR's agent to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
 - (f) *If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.*
5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Authority over facility.**
- (a) CITY and/or its designees retains authority over the navigation center facility and may at any time conduct inspections to determine CONTRACTOR compliance with the requirements of this Agreement or with other applicable operational standards.
 - (b) For the aforesaid purposes, CITY shall at all times keep and have the right to use keys to all locks upon and about the facility. CITY shall have the right to use such keys and any and all other means which CITY may reasonably deem proper to open any lock upon or about the facility in order to obtain entry in an emergency. CONTRACTOR shall use CITY provided keys only and shall not duplicate any key or change any lock without the express prior written permission of CITY.
7. **Confidential Information.** If Contractor receives information from CITY or PROGRAM clients which, due to the nature of such information is reasonably understood to be confidential and/or proprietary, CONTRACTOR agrees that it shall not use or disclose such information except in the performance of the Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential" information includes all nonpublic information, and includes not

only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed by any employee or agent is covered by this provision. The foregoing obligation shall not apply to information that is required to be disclosed by operation of law.

8. **Right to Audit.** CITY shall have the right to examine all records of CONTRACTOR related to the PROGRAM, including without limitation, all financial books and records, maintenance records, employee records, and PROGRAM client records generated by CONTRACTOR, its subcontractors or any other related parties in connection with performance of this Agreement. CONTRACTOR shall make the same available for inspection by CITY or CITY's auditors at any time during normal business hours after reasonable notice during the term hereof and for a period of four (4) years thereafter.
9. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
10. **Independent Contractor.** It is understood and agreed that in the performance of the work and services agreed to be performed by CONTRACTOR, CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY or the cities of Fountain Valley or Westminster, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to the cities' employees, and CONTRACTOR hereby expressly waives any claim it may have to any such rights. Any personnel performing services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Except for the consideration paid by CITY to contractor under Section 3 of this Agreement, neither CITY nor the cities of Fountain Valley and Westminster shall be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents for injury or sickness arising out of performing the services hereunder. If for any reason, any court or governmental agency determines that any or all of the cities have financial obligations, other than pursuant to Section 3 herein, of any nature related to salary, taxes, or benefits of CONTRACTOR's officers, employees, servants, representatives, subcontractors, or agents, CONTRACTOR shall indemnify the cities for all such financial obligations.
11. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

12. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (Contractor)
Volunteers of America of Los Angeles
Attention: Eric Richardson
XXXXXXXXXXXXXXXXXX
XXXXX, CA 9XXXX
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
13. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
15. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered

employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and the cities of Fountain Valley and Westminster, and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless the cities, is due to the sole negligence, recklessness and/or wrongful conduct of the cities, or any of their elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

20. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\\\\\

(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"

**VOLUNTEERS OF AMERICA OF
LOS ANGELES**

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Lisa L. Kim	From:	Craig Beck
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Award a contract to Thomco Construction Inc. for the construction of the Central Cities Navigation Center (CCNC) located at 13871 West Street, City Project No. 1350000-1. (Cost: \$4,267,450.00) (<i>Action Item</i>)		
		Date:	4/25/2023

OBJECTIVE

For City Council to award a contract to Thomco Construction Inc. for the construction and rehabilitation of the Central Cities Navigation Center (CCNC) located at 13971 West Street, City Project No. 1350000-1.

BACKGROUND

Over the past two years and furthering implementation of the City's 2021 Comprehensive Strategic Plan to Address Homelessness (CSPAH), a number of key homelessness initiatives have been deployed in the City of Garden Grove including: expansion of the GGPD Special Resources Team, activating the Be Well Mobile Response Team, and most recently a partnership with CalOptima and Healthcare in Action to implement the County's first Street Medicine Pilot Program.

One of the key CSPAH priorities is the advancement of the Central Cities Navigation Center (CCNC) Project. In September 2022, the City Council approved a Purchase Agreement for the acquisition of 13871 West Street for the development of a future navigation center. The navigation center is anticipated to provide 85 individuals experiencing homelessness within the Central SPA with emergency housing and supportive services. The CCNC project scope incorporates rehabilitation of an existing 9,653 square-foot building that primarily consists of interior renovation and tenant improvements, and demolition of an adjoining 1,774 square-foot building. The CCNC project scope also includes upgrades to HVAC equipment, construction of a full-service commercial kitchen and installation of a new grease interceptor, new light fixtures, a new fire sprinkler and alarm system, new restroom and shower facilities,

shelter dormitory, and all related Fixtures, Furniture, and Equipment (FF&E) to achieve full operation.

In June 2022, the Cities of Garden Grove, Fountain Valley and Westminster entered into a Memorandum of Understanding (Tri-Cities MOU) to cooperate on the development of a future navigation center in the Central SPA. Under a separate Memorandum of Understanding between the County of Orange and the City of Garden Grove (County MOU), the County will provide funding totaling \$11,550,000 towards construction and operation of the CCNC, including a one-time payment of \$5.3 million to rehabilitate the CCNC.

DISCUSSION

In March 2023, an Invitation for Bids was released for construction of the CCNC project. Due to irregularities, the City Council approved rejection of all construction bids and authorized to re-advertise at the March 28, 2023 meeting. The CCNC project scope was refined by City staff in coordination with the City's construction manager, NEXGEN Design Builders, to re-issue a solicitation for construction bids for the CCNC project.

Staff resolicited bids for this project pursuant to Municipal Code Section 2.50.100. The Invitation to Bids for construction of the CCNC project was posted on the City's PlanetBid Portal. A mandatory bidder job-site walk on April 5, 2023 was required as part of the bid process. This provided an opportunity for potential bidders to obtain updated project requirements related to the newly released construction bid and to assess the 13871 West Street site.

Five (5) qualified bid proposals were received at the City Clerk's Office by 9:00 a.m. on April 19, 2023. The bid amount from Thomco Construction, Inc., the lowest responsible bidder and is within the current project budget at \$4,267,450.00. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The bid results are as follows:

Construction Bidders	Proposed Construction Amount
Bentley Construction Remodeling Inc.	\$4,996,096.82
Archico Design Build Inc.	\$5,899,000.00
RT Construction Corp.	\$4,870,600.00
Thomco Construction Inc.	\$4,267,450.00
PCN3, Inc.	\$5,665,257.00

It is recommended that the City Council award the contract to the lowest responsible bidder, Thomco Construction, Inc. for construction of the Central Cities Navigation Center (CCNC) located at 13871 West Street (City Project No. 1350000-1)

FINANCIAL IMPACT

In July 2022, a total of \$7.0 million was appropriated to initiate the acquisition and rehabilitation of the CCNC. With the additional funding of \$5.3 million from the

County of Orange and \$3.4 million committed by the cities of Fountain Valley and Westminster, there is no additional appropriation needed for the current fiscal year. All unused allocation to the CCNC project will be carried over to the next fiscal year through the budget process. Additional City funding needs will be assessed and included in the fiscal years 2023 to 2025 biennial budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Award of Contract to Thomco Construction Inc., in the amount of \$4,267,450 for the Central Cities Navigation Center construction and rehabilitation;
- Authorize appropriation of \$5,300,000 received from the County of Orange per County MOU (GL: 260-211-1210, JL: CIP1369000); and
- Authorize the City Manager, or her designees, to execute the agreement, and make minor modifications, on behalf of the City, as appropriate there to.

By: Christy Le, Homeless Liaison Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Thomco Agreement	4/19/2023	Agreement	Thomco_Construction_Inc._Agreement._ac_4.19.pdf
CCNC Bid Summary	4/19/2023	Backup Material	CCNC_Bid_Summary._4.19.pdf

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and **THOMCO CONSTRUCTION, INC.** hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **CENTRAL CITIES NAVIGATION CENTER PROJECT, CITY PROJECT NO. CP – 1350000-1.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as CENTRAL CITIES NAVIGATION CENTER, CITY PROJECT NO. CP – 1350000-1, in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of

work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK• PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

- A. "Contract Documents" as defined herein mean and include:
- B. This Agreement;
- C. Bonds covering the work herein agreed upon;
- D. The CITYs standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Community and Economic Development of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- E. The edition of Standard Specifications for Public Works Construction, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- F. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards

Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").

- G. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Community and Economic Development Department of CITY (hereinafter referred to as "CEDD"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of CEDD, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **\$4,267,450.00 (and No Cents)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Two Hundred and Forty (240) working days** from the day the Notice to Proceed is issued by City of Garden Grove, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by CEDD. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as CEDD may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of CEDD, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by CEDD.

When directed to change the work, CONTRACTOR shall submit immediately to CEDD a written cost proposal reflecting the effect of the change. Should CEDD not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by CEDD and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of

the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or

state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Twenty Five Hundred Dollars (\$ 2,500.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless CEDD shall grant a further period of time), notify CEDD in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of CEDD shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

1. "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.
2. "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:
 - a. A time extension;
 - b. Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;
 - c. Payment of an amount the CITY disputes;
 - d. Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;

e. A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or

f. A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the CEDD (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The CEDD shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The CEDD shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the CEDD in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the CEDD's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Manager or his designee, in writing, either within fifteen (15) days of receipt of the City Manager or his designee's response or within fifteen (15) days of the CEDD's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request,

the CEDD shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Manager or his designee shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter I (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. CEDD may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, CEDD shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month CEDD will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of CEDD, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if CEDD finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by CEDD, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by CEDD, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with CEDD its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and

that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall

be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CG 20 26 07 04 & Form CG 20 37 07 04 or equivalent)** **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. **(Form CA 20 48 02 99 or equivalent)** **(Claims made and modified occurrence policies**

are not acceptable; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. (**Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and

issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

If contractor maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher limits otherwise maintained by the CONTRACTOR.

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and

CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.

Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such

other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:

CITY OF GARDEN GROVE
ATTN: Lisa Kim
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5148

TO CONTRACTOR:

THOMCO CONSTRUCTION, INC.
ATTN: Diana L. Thompson, President
1279 N. Patt Street
Anaheim, CA 92801
(714) 447-0010

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the

defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to

be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

IN WITNESS THEREOF, these parties have executed this Construction Agreement on the day and year shown below.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

THOMCO CONSTRUCTION, INC.

CONTRACTOR'S State License No. _____

(Expiration Date: _____)

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

If CONTRACTOR is a corporation, a
Corporate Resolution and/or
Corporate Seal is required.

Date _____

ATTACHMENT 1

CITY OF GARDEN GROVE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

**BID SUMMARY SHEET
CENTRAL CITIES NAVIGATION CENTER (Project No. 1350000-1)**

BID OPENING DATE: April 19, 2023

TIME: 09:00 A.M.

ENGINEERING'S ESTIMATE: \$4,268,642.00

Construction Bidders	Proposed Construction Amount
Bentley Construction Remodeling Inc. 240 Ford Ave. Ventura, CA 93003	\$4,996,096.82
Archico Design Build Inc. 2010 N. Tustin Ave. Santa Ana, CA 92705	\$5,899,000.00
RT Construction Corp. 11531 Salinaz Dr. Garden Grove, CA 92843	\$4,870,600.00
Thomco Construction Inc. 1279 N. Patt St. Anaheim, CA 92801	\$4,267,450.00
PCN3, Inc. 11082 Winners Cir. Unit B, Los Alamitos CA 90720	\$5,665,257.00