

**2020-2021 SUBRECIPIENT AGREEMENT  
AMONG THE CITY OF COSTA MESA, AS GRANTEE UNDER THE  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM,  
THE COSTA MESA HOUSING AUTHORITY, AND  
TRELIS INTERNATIONAL**

This SUBRECIPIENT AGREEMENT ("Agreement") is entered into as of May 1, 2021 ("Effective Date") by and among the CITY OF COSTA MESA, a California municipal corporation and a grantee under the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program (Catalog of Federal Domestic Assistance Number 14-218; Grant No: B-20-MC-06-0503) ("CITY"), the COSTA MESA HOUSING AUTHORITY, a public body corporate and politic ("AUTHORITY"), TRELIS INTERNATIONAL, a California nonprofit corporation ("SUBRECIPIENT"). CITY and AUTHORITY are collectively referred to herein as "CITY."

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

WHEREAS, on March 27, 2020, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security Act, also referred to as the CARES Act (H.R. 748) (hereinafter, "CARES Act"), a \$2 trillion emergency package intended to support individuals and businesses affected by the COVID-19 pandemic and economic downturn; and

WHEREAS, the CARES Act provides \$5 billion in supplemental CDBG funds ("CDBG-CV") to the federal Community Development Fund to prevent, prepare for, and respond to COVID-19; and

WHEREAS, HUD has allocated CDBG-CV funds to the City; and

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

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

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

WHEREAS, on December 18, 2020, CITY released Request for Proposal ("RFP") No. 21-05 for COVID-19 Homeless Prevention and Street Outreach Services and Food Assistance Programs; and

WHEREAS, SUBRECIPIENT submitted a response to RFP No. 21-05 to provide Innovative Street Outreach and Life Skills Training services. SUBRECIPIENT's response is attached hereto as Exhibit "B" and incorporated herein; and

WHEREAS, CITY has determined that SUBRECIPIENT's activities are eligible for funding and meet one of the national objectives; and

WHEREAS, CITY desires to use a portion of its CDBG-CV allocation to fund SUBRECIPIENT's services.

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

**A. SUBRECIPIENT OBLIGATIONS.**

**1. Scope of Services.**

(a) **Activities.** The subgranting of CDBG funds to SUBRECIPIENT shall be used to provide the specific services described in Exhibits "A" and "B," both attached hereto and fully incorporated herein. Such services are summarized as follows: Innovative Street Outreach and Life Skills Training services.

(b) **Performance Monitoring.** CITY will monitor the performance of SUBRECIPIENT against the goals and performance standards set forth in Exhibit A. Substandard performance, as determined by CITY, will constitute noncompliance with this Agreement. If SUBRECIPIENT does not take action to correct such substandard performance within a reasonable period of time after being notified by CITY, CITY may initiate termination or suspension of this Agreement as set forth herein.

**2. Non-Profit Status.** SUBRECIPIENT represents and warrants that it is a private, not-for-profit corporation, duly organized under the laws of the State of California, and whose officers are recorded in the Articles of Incorporation on file with the State of California.

**3. Term of Agreement.** Subject to the termination provisions set forth herein, the term of this Agreement is from May 1, 2021 through April 30, 2022, except that SUBRECIPIENT shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting, data retention/data reporting, and accounting. The term may be extended for up to one (1) year upon mutual written agreement of the parties.

**4. Amount of Grant and Monthly Disbursement.** The amount granted to SUBRECIPIENT shall not exceed Ninety-Thousand Three Hundred Eighty-Two Dollars (\$90,382.00) ("CDBG Funds"). SUBRECIPIENT shall expend such funds within a time period not exceeding twelve (12) consecutive months following the Effective Date of this Agreement, unless CITY and SUBRECIPIENT mutually agree to extend the term of the Agreement. CITY will disburse CDBG Funds to SUBRECIPIENT on a monthly basis subject to and upon receipt and approval of a complete monthly report from SUBRECIPIENT.

(a) **Monthly Reports.** SUBRECIPIENT shall provide monthly reports to the CITY on a form approved by CITY. Such reports shall include case information related to all outreach attempts, proportion of hours in the field to hours in the office, information

regarding clients who are eligible for CITY's CDBG-CV Rental Assistance Program or HOME Tenant Based Rental Assistance Program, and such other information as may be requested by CITY or required by applicable CDBG Regulations.

- (b) Invoice Submittal.** Concurrently with the submittal of each monthly report as described in subsection 4(a) above, SUBRECIPIENT shall submit both (i) an original invoice and (ii) true copies of other receipts, agreements, or other documentation supporting and evidencing how the CDBG Funds have been expended during the applicable month.

For example and by way of illustration, if SUBRECIPIENT expended the applicable monthly disbursement on staff salary, then true copies of the time card(s) or other satisfactory evidence of employment of the subject staff member with the SUBRECIPIENT shall be submitted as a part of the monthly report.

SUBRECIPIENT shall invoice CITY based upon the program budget set forth in SUBRECIPIENT's cost proposal, attached hereto as Exhibit "C" and incorporated herein.

- 5. Administrative Rules.** SUBRECIPIENT agrees to conduct all activities of the organization, whether funded in whole or in part by CDBG Funds from CITY, in accordance with the provisions contained in 2 C.F.R. Part 200.

- 6. Conflicts.** SUBRECIPIENT agrees that no officer, employee, agent or assignee of CITY having direct or indirect control of any CDBG monies granted to the CITY, inclusive of the subject CDBG Funds, shall serve as an officer of SUBRECIPIENT. Further, any conflict or potential conflict of interest of any officer of SUBRECIPIENT shall be fully disclosed in writing prior to the execution of this Agreement; or, in the event a conflict or potential conflict of interest arises after execution of this Agreement, SUBRECIPIENT shall fully disclose the conflict or potential conflict within fifteen (15) days of becoming aware of same, and said writing shall be attached and deemed fully incorporated as a part hereof.

**7. Use of CDBG Funds.**

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

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

- (c) Unexpended Program Income.** All unexpended program income shall be returned to the CITY at the end of the term as required by 24 C.F.R. 570.503(b)(7). Any interest earned on cash advances from the United States Treasury and from funds held in a

revolving fund account is not program income and shall be remitted promptly to the CITY.

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

- (a) Records providing a full description of each activity undertaken.
- (b) Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.
- (c) Records required to determine the eligibility of activities.
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG Funds.
- (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- (f) Financial records as required by 24 C.F.R. 570.502. Such records shall contain documentation of expenses as identified in the program budget set forth in Exhibit C, including evidence of incurring the expense, invoice(s) for goods or services, all other invoices for which CDBG Funds were expended, and payment therefore.
- (g) Records necessary to document compliance with Subpart K or 24 C.F.R. Part 570.
- (h) Records demonstrating client eligibility for the services provided. Such records shall include data including but not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. If self-certification is used to verify CDBG eligibility, actual client eligibility documentation must be collected and analyzed for CDBG eligibility for a minimum of ten percent (10%) of total clients served each quarter. Such information shall be made available to CITY or its designees for review upon request.
- (i) Any such other related records as CITY may reasonably require or as required to be maintained pursuant to the CDBG Regulations.

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

**9. Retention of Records.** All accounting records, reports, supporting documents pertaining to all costs, expenses and the CDBG Funds received by SUBRECIPIENT and all documents related to this Agreement shall be maintained and kept available at SUBRECIPIENT's office or place of business for the duration of the Agreement and thereafter for five (5) years after CITY submits its annual performance and evaluation report to HUD to report the activities assisted under the Agreement for the final time in conformity with the CDBG Regulations. Notwithstanding the foregoing, records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five

(5) years until complete resolution or disposition of such claims, litigation, appeals, or exceptions.

**10. Audit Requirements.** If SUBRECIPIENT is granted Seven Hundred Fifty-Thousand Dollars (\$750,000.00) or more in federal funds under this Agreement, SUBRECIPIENT shall comply with and/or cause compliance with all audit requirements established by 2 C.F.R. 200.501 et seq.

**11. Uniform Administrative Requirements.** SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 C.F.R. 570.502.

**12. Separation of Accounts.** All CDBG Funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with recordkeeping of such accounts maintained pursuant to applicable requirements set forth in 2 C.F.R. 200 et seq. SUBRECIPIENT is not required to maintain separate depository accounts for CDBG Funds; provided, however, that SUBRECIPIENT must be able to account for receipt, obligation and expenditure of CDBG Funds pursuant to applicable requirements of 2 C.F.R. 200.302 et seq. and any other applicable law.

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

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

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

**14. Non-Discrimination; Civil Rights Compliance.**

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

(b) **No Discrimination in Any Program or Activity.** In the performance of this Agreement, SUBRECIPIENT shall not under any program or activity funded in whole



or in part with CDBG Funds on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation:

- (i) Subject an individual to unlawful discrimination.
  - (ii) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
  - (iii) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others under the program or activity.
  - (iv) Segregate or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.
  - (v) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
  - (vi) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition that the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
  - (vii) Deny an opportunity to participate in a program or activity as an employee.
- (c) **Non-Discrimination in Administration of Services.** SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, religion, or sex, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, religion, or sex.
- (d) **Non-Discrimination in Site Selection.** SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG Funds, may not make selections of such site or location which will have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origin, religion, or sex, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.
- (e) **Overcoming Effects of Prior Discrimination.** If SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, religion, or sex, SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination, as and pursuant to applicable requirements of the CDBG Regulations and other applicable federal laws and regulations.
- (i) Even in the absence of prior discrimination, SUBRECIPIENT should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, religion or sex. Where previous discriminatory practice or usage tends, on the

grounds of race, color, national origin, religion, or sex, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, SUBRECIPIENT shall take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.

- (ii) SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate an imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.
- (f) **Exceptions.** Notwithstanding the foregoing non-discrimination provisions, nothing contained herein shall be construed to prohibit SUBRECIPIENT from maintaining or constructing separate living facilities or restroom facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when only a member of the same sex can properly perform institutional or custodial services for the recipients of the services.
- (g) **Non-Discrimination in Employment.** SUBRECIPIENT shall comply with 24 C.F.R. 570.607, including the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders set forth therein.
- (i) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that SUBRECIPIENT is an equal opportunity employer.
  - (ii) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- (h) SUBRECIPIENT shall include the provisions of this Section 14 (Non-Discrimination; Civil Rights Compliance) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor.
- 15. Ineligibility of SUBRECIPIENT or Contractors.** SUBRECIPIENT shall not use CDBG Funds directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of the CDBG Regulations.
- 16. Conflict of Interest in Procurement.** SUBRECIPIENT shall comply with all applicable conflict of interest provisions set forth in 2 C.F.R. Part 200 and 24 C.F.R. 570.611 in the procurement of supplies, equipment, construction, and services by SUBRECIPIENT.

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

**18. Termination of Agreement.**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**20. Reversion of Assets.**

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

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

- (i) In furtherance of the foregoing, if CITY selects continued use of the capital asset, then SUBRECIPIENT hereby agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. The foregoing covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by CITY against SUBRECIPIENT and its successors in interest.
- (ii) In the event CITY selects disposition of the subject real or personal property, then SUBRECIPIENT shall exercise due diligence to dispose of such property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of such disposition shall be disbursed directly to and be payable to CITY upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of a motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with Uniform Commercial Code (UCC) requirements.

**21. Independent Contractor.** SUBRECIPIENT is and shall be acting at all times as an independent contractor and not as an employee or agent of CITY. Neither CITY nor any of its employees shall have any control over the conduct of SUBRECIPIENT, its agents or employees, except as set forth in this Agreement.

**22. Licensing.** SUBRECIPIENT shall obtain and maintain all required licenses, registrations, accreditation and inspections from all agencies governing its operations. SUBRECIPIENT shall ensure that its staff shall also obtain and maintain all required licenses, registrations, accreditations, and inspections from all agencies governing SUBRECIPIENT's operations and work hereunder.

**23. Inspection of Records.** CITY and the United States government and/or their representatives shall have access, for purposes of monitoring, auditing, and examining SUBRECIPIENT's activities and performance, to books, records, reports, documents, and papers, and the right to examine comparable records of SUBRECIPIENT's subcontractors, bookkeepers and accountants, employees and participants in regard to said program.

(a) **Monitoring.** CITY and the United States government and/or their representatives may schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information.

(b) **Failure to Provide Records.** In the event SUBRECIPIENT does not make the above-referenced records available within the City of Costa Mesa, California, SUBRECIPIENT shall pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

**24. Assignability.** SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY, except that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other

financial institution, or to a trustee in bankruptcy, without such approval. Any assignment delegation or novation other than as provided above shall be void and inoperative. Written notice of any request for an assignment or transfer shall be promptly furnished to CITY and CITY shall exercise reasonable diligence in reviewing and approving or disapproving such request.

**25. Prohibition on Expending CDBG Funds to Obtain Other Funding.** SUBRECIPIENT shall not expend CDBG Funds granted hereunder to fund another service provider, to pay a contractor for services outside the scope of this Agreement, to apply for other public agencies' program funds, or to supplant another funding source, unless expressly approved in writing by CITY.

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

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

**27. Insurance.**

(a) SUBRECIPIENT shall furnish to CITY insurance certificates from its workers' compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced except upon thirty (30) days' prior written notice to CITY at the address specified in this Agreement.

(b) SUBRECIPIENT shall obtain, at its sole cost, a comprehensive general liability insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of SUBRECIPIENT, its officers, agents, employees, or volunteers. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000.00) combined single limits, or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.

(c) SUBRECIPIENT shall obtain, at its sole cost, business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence for bodily injury and property damage. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additional insured

shall be effective until thirty (30) days' notice thereof has been given in writing to CITY at the address specified in this Agreement. SUBRECIPIENT shall file with CITY prior to exercising any right or performing any obligation pursuant to this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance, or certificate of such insurance, satisfactory to the City Attorney, expressly naming the City of Costa Mesa and the Costa Mesa Housing Authority as additional insured.

- (d) SUBRECIPIENT shall give CITY prompt and timely notice of any claim made or suit instituted. SUBRECIPIENT shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection in the prosecution of the work.

## **B. CITY OBLIGATIONS.**

1. **Payment of Funds.** CITY shall disburse to SUBRECIPIENT from CDBG Funds, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement in monthly installments determined by CITY. Payment shall be made to SUBRECIPIENT based on the submission of monthly invoices, in a form prescribed by CITY, detailing such expenses. Invoices must include documentation of expenses by receipts, time records, invoices, canceled checks, or other appropriate documentation that fully and completely discloses the amount(s) and nature(s) of the expenditures. CITY shall pay such invoices within forty-five (45) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred and documented within the scope and provisions of this Agreement and in conformity with the CDBG Regulations and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.

- (a) **Sole Source of Funding is CDBG Program Funds.** SUBRECIPIENT expressly acknowledges and agrees that the sole source of funding available to CITY to meet its funding obligation to SUBRECIPIENT under this Agreement is from CDBG Program funds allocated to and paid to CITY by HUD and that no other source of revenues or funding is made available, offered, or construed to be provided hereunder by CITY to SUBRECIPIENT. To the extent CITY is not allocated and/or does not receive the CDBG funds necessary to pay SUBRECIPIENT pursuant to the terms of this Agreement, then SUBRECIPIENT acknowledges and agrees there is no other funding source available or committed to meet CITY's funding described hereunder and no payment obligation of the CITY shall exist or be construed to exist.

2. **Audit of Account.** CITY will include an audit of the records and accounts maintained by SUBRECIPIENT pursuant to this Agreement in CITY's annual audit of all CDBG funds pursuant to CDBG Regulations, Title 24 of the Code of Federal Regulations, and other applicable federal laws and regulations.

## **C. MISCELLANEOUS PROVISIONS.**

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

TO CITY: City of Costa Mesa/Costa Mesa Housing Authority  
77 Fair Drive  
Costa Mesa, CA 92626  
Attn: Stacy Lumley

TO SUBRECIPIENT: Trellis International  
717 W. 17th St. Unit E5  
Costa Mesa, CA 92627  
Attn: Ian Stevenson

2. **No Disposition of Assets Acquired with CDBG Funds.** SUBRECIPIENT shall not dispose of any real or personal property acquired in full or in part with CDBG Funds through sale, use or relocation without the express and prior written permission of the CITY.
3. **Disbursement Pursuant to Agreement.** SUBRECIPIENT acknowledges that the CITY shall disburse funds to SUBRECIPIENT only upon execution of this Agreement and CITY is empowered to provide funds to SUBRECIPIENT only pursuant to the provisions of this Agreement.
4. **Drug-Free Work Place Policy.** SUBRECIPIENT, upon notification of contract award, shall establish a Drug-Free Awareness Program to inform employees of the dangers of drug abuse in the work place, the penalties that may be imposed upon employees for drug abuse violations occurring in the work place, and the employee assistance programs available to employees. Each employee engaged in the performance of a SUBRECIPIENT contract must be notified of this Drug-Free Awareness Program, and must abide by its terms. SUBRECIPIENT shall conform to all the requirements of CITY's Council Policy No. 100-5, attached hereto as Exhibit "D". Failure to establish a program, notify employees, or inform the CITY of a drug-related workplace conviction will constitute a material breach of contract and cause for immediate termination of this Agreement by CITY.
5. **No Use of CDBG Funds for Lobbying.** SUBRECIPIENT shall not expend any CDBG Funds for the purpose of influencing or attempting to influence any officer or employee of any agency, a member of Congress, any officer or employee of Congress or any employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative federal agreement, and/or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

SUBRECIPIENT shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) if it expends any funds other than grant funds for the purpose of influencing or attempting to influence the persons listed in the above paragraph.

6. **Constitutional Use of Funds.** As an express condition to this Agreement, SUBRECIPIENT agrees that the funds provided by CITY to SUBRECIPIENT hereunder shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the foregoing covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of CITY funds by SUBRECIPIENT with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution



and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of SUBRECIPIENT.

7. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.
8. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
10. **Entire Agreement; Modification.** This Agreement contains the entire agreement of the parties and supersedes all other prior negotiations, understandings or agreements. This Agreement may be modified only upon mutual written agreement of the parties. Notwithstanding the foregoing, SUBRECIPIENT shall agree to any amendment necessary to conform with federal, state or local governmental regulations, guidelines or policies.

[Signatures appear on following page.]

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

**CITY OF COSTA MESA**

*Lori Ann Farrell Harrison*

Lori Ann Farrell Harrison  
City Manager

**COSTA MESA HOUSING AUTHORITY**

*Lori Ann Farrell Harrison*

Lori Ann Farrell Harrison  
Executive Director

**SUBRECIPIENT**

**TRELLIS INTERNATIONAL**

Federal Tax ID Number: [REDACTED]

*[Signature]*  
Signature

Date: 05/18/2021

*Ian Stevenson / Executive Director*  
Name Title

*Mark Van Druff*  
Signature

Date: 05/18/2021

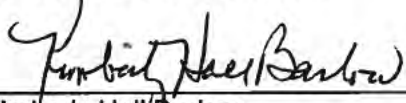
*Mark Van Druff*  
Name and Title

**ATTEST:**

*Brenda Green 6/7/2021*  
Brenda Green  
City Clerk/Housing Authority Secretary



**APPROVED AS TO FORM:**



\_\_\_\_\_  
Kimberly Hall Barlow  
City Attorney/Housing Authority General Counsel

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Susan Price  
Assistant City Manager

**APPROVED AS TO PURCHASING:**



\_\_\_\_\_  
Carol Molina  
Finance Director

**APPROVED AS TO INSURANCE:**



\_\_\_\_\_  
Ruth Wang  
Risk Management

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

## **PROGRAM DESCRIPTION**

### **INNOVATIVE STREET OUTREACH AND LIFE SKILLS TRAINING**

The purpose of this program is to engage segments of the City's homeless population who are typically unresponsive to conventional outreach and do not engage in the traditional homeless system of care. The goal of this program is to deploy an innovative approach to street outreach that involves establishing a team to convene homeless residents around a common purpose to help them reengage with their community and to prepare them for success to enter the homeless system of care.

#### **RANGE OF SERVICES PROVIDED**

The program will be a catalyst for Costa Mesa homeless residents who are able to work, providing them with immediate transitional employment and training while providing the community with vital cost saving services. The program's goal is to help homeless individuals achieve pre-COVID levels of self-sufficiency.

Program responsibilities shall include:

- Works with the City of Costa Mesa Network for Homeless Solutions Team and After Hours Homeless Prevention and Street Outreach Services Provider to identify unresponsive and unengaged homeless residents to join the program
- Recruiting program participants
- Oversees and runs a weekly team meeting
- Develops and oversees what gets taught to teams as they engage in the program
- Builds a team of volunteers from various nonprofit and faith based organizations to help execute the program
- Recruits mentors/advocates from various nonprofit and faith based organizations to help develop homeless participants' skill sets and develop the program
- Oversees the training of mentors/advocates
- Oversees program managers and makes sure projects are completed well
- Develops, monitors, and tracks measurable outcomes for the program
- Develops, monitors, and tracks the program budget
- Identifies and establishes community projects for teams to accomplish

The services described above are intended to be fully dedicated to Costa Mesa-based homeless residents and staff services are used to support other regional efforts.

Proposals should explain which services will be provided directly by the proposing entity and which will be coordinated with supportive service providers (please identify which providers your organization works with on a regular basis in your response).



The provider will work with the City of Costa Mesa Network for Homeless Solutions Team, Costa Mesa Police Department, City of Costa Mesa Fire Department, City service providers, bridge shelter staff, and other city staff to support the City's homeless residents who are experiencing homelessness due to impacts associated with COVID-19.

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



January 11, 2021.

Ian Stevenson,  
Executive Director - Trellis  
711 W 17th Street, Unit E-5,  
Costa Mesa, CA 92627

To Whom It May Concern,

Trellis has been an integral part of the Network for Homeless Solutions in Costa Mesa since its' inception. Our involvement and engagement in helping facilitate collaboration around the challenge of homelessness in Costa Mesa is evident in how we have facilitated the Check-In-Center for the past 8 years, engaged numerous volunteers in street outreach, as well as in running a Community Impact Team program. The Community Impact Team has helped not only re-engage people experiencing homelessness back into the work force and contributing to our community but has ultimately helped 55% of those who have participated get into housing.

As the City of Costa Mesa strives to increase its' effectiveness around Homeless Prevention and Street Outreach Services, we understand you are looking for proven and innovative approaches that will help. The Community Impact Team will provide opportunity for people who are experiencing homelessness or have been recently housed to improve their life skills through engaging in work projects that will build their experience level, confidence and self-esteem.

With our longstanding involvement and relationships with businesses, churches and non-profits in the city, Trellis is uniquely qualified to facilitate this program in coordination with city leadership. As we continue working with the Costa Mesa Bridge Shelter, those on the streets that we get to know through the Check-In-Center and support many of our previous homeless friends who are now in housing, we look forward to continuing to work with the city to increase homeless prevention, reach out to those on the streets without a home and help provide some next steps that empower them in their lives.

Thank you for the privilege and opportunity to work with you thus far on the homeless challenges in our city and thanks for your consideration of this proposal to receive \$97,000 of CDBG resources to help us work with the city to increase its' effectiveness in Homeless Prevention and Street Outreach Services.

Sincerely,

**Ian Stevenson**  
Executive Director  
TRELLIS / (949) 422-5331  
wearetrellis.com

## **Innovative Street Outreach and Life Skills Training Trellis - Community Impact Team**

### **Background and Project Summary**

Trellis is a grassroots organization that emerged in Costa Mesa, became a 501 C3 in 2013 and focuses on facilitating collaboration around the city's greater challenges. In this vein, we were part of the city's original task force on homelessness in 2011. Responding to the 9 recommendations coming out of that task force, since 2012 we have served by taking on the responsibility of facilitating a Check-In Center, that is run primarily by volunteers from over 14 churches, and various businesses and community members. We have been an ongoing part of the Network for Homeless Solutions since its inception, have helped in street outreach, the various counts that have been done over the years, have mobilized hundreds of volunteers from multiple churches, businesses, and community groups in the Costa Mesa. In 2014, as a result of the gap that was evident in terms of ways to help people help themselves, raise their self-esteem and establish work habits, we pulled together a team of volunteers and began to run a program called the Community Impact Team.

In the midst of doing all this, and being engaged with the Costa Mesa Network for Homeless Solutions these past 8 years, we understand the nuances, know many of the individuals and have a very strong working knowledge of the homeless challenge. As we continue to engage and be involved with the homeless population, it's evident that there is a gap in "transitional work" opportunities and processes to help people on the street get back into the flow of contributing to society and discovering or rediscovering their self-worth and the life skills needed to do so.

The Community Impact Team program has a proven track record and is an innovative approach to street outreach. With increased capacity, we can expand the outreach component and engage segments of the city's homeless population that are typically unresponsive to conventional and traditional outreach efforts and systems of care. We have also discovered there are many people in housing that are on the brink of losing their housing who could benefit from a program like this which would help with homeless prevention. This program not only develops community and a common purpose among the participants, but allows us to engage more of the community in being part of the solution by providing projects or opportunities for the team to accomplish.

The clear objectives of this program are to:

1. Engage people experiencing homelessness in a program and pathway that can help them re-enter the work force.
2. Provide an avenue for people on the brink of homelessness to re-engage with work opportunities and maintain their housing scenarios.
3. Increase the self-worth and self-esteem of participants.
4. Involve volunteers, businesses, faith-based organizations and non-profits to provide projects and be part of the solution.
5. Establish a sustainable transitional work program than can serve our community on an ongoing basis.

## **Method of Approach**

### **I. Implementation Plan**

1. Volunteer interest meeting is held.
  - We market and promote this meeting through our network and the Network for Homeless Solutions.
  - Previous beneficiaries of the program are invited to be part of giving back.
  - Program is outlined and volunteer opportunities are clearly presented.
  - Initial team of volunteers is identified.
2. Projects that the Community Impact Team will carry out are established with various faith-based organizations, businesses and the city.
  - Contracts will be established in some cases.
  - MOU Agreements / Financial commitment in others.
3. Outreach to prospective participants in the program will be executed.
  - Including, but not limited to:
    - o Clients at the Costa Mesa Bridge Shelter
    - o Recommendations from the Network for Homeless Solutions Team and any other street outreach service providers working in Costa Mesa.
    - o Housed individuals who could benefit from the program to help maintain their housing are targeted.
4. Weekly Meetings will begin, they will be run by the Program Director and will be supported by a team of volunteers. At each meeting:
  - Attendance will be taken each week.
  - We will Inspire, Encourage and Empower attendees to take next steps in their lives to make a difference.
  - There will be training components put in place for life skills and work ethic values.
  - Participants will be assigned projects for the next week.
  - Team of volunteer mentors/advocates are connected to program participants.
  - Link participants to vocational training opportunities & organizations for job placement.
5. There will be 5 levels of engagement based on the availability of projects.
  - Level 5 – Outreach directly to people on the streets giving them an opportunity to engage immediately in a task that helps improve the community.
    - Paid with a gift card at \$12.50 an hour
  - Level 4 – Participates in Community Impact Team Meetings and is placed on a team after attending 4 meetings in a row.
    - Paid with a gift card at \$15 an hour at weekly Team meetings
  - Level 3 – Has earned \$600 in a calendar year as part of the CIT – now fills out a 1099
    - Paid in cash or by check at \$17.50 an hour at weekly Team meetings
  - Level 2 – Is employed by CIT to help manage projects
    - Paid by check every two weeks as a Trellis employee
  - Level 1 – Gets an even better job than what we can offer.
    - Paid by another employer



6. Teams will be established that would be able to do:
  - Power washing
  - Office cleaning
  - Handing out flyers
  - Basic Painting Projects
  - Yard work
  - Recycling
  - Window washing
  
7. We will measure: (breaking out the Costa Mesa residents in the process)
  - How many individuals participate in the program?
  - How many individuals have engaged with projects?
  - How many were transitioned to regular jobs/
  - How many got into housing over time?
  - How many were able to keep their housing as a result of being part of the program?
  - The practical impact of the projects, such as:
    - How much trash was picked up?
    - How many parks were cleaned?
    - How many sidewalks or alleys were power washed or cleaned up?
  - How many volunteers are engaged with the program?
  - Expenses vs Revenue to help make this a sustainable program after CDBG resources run out.

## **II. Achieving client satisfaction and satisfying the "Scope of Work"**

As an organization, the following course of action will be taken in order to ensure the City of Costa Mesa, as the client, is satisfied with our performance and understands how we are doing in regards to the scope of work outlined in this proposal:

1. A monthly update:
  - a. Reporting on the above mentioned measurables
  - b. Giving budget updates
  - c. Sharing success stories
  - d. Being transparent about challenges
  
2. A monthly check in (call, meeting or Zoom) with the appropriate personnel the client has designated, to:
  - a. Discuss progress, answer questions, brainstorm and share next steps specifically around this program.
  - b. Give us the names and referrals of prospective participants in the program from city staff.
  
3. A quarterly report outlining:
  - a. Names and numbers of people who have been engaged at what levels
  - b. Cumulative numbers on all the measurables outlined above
  
4. An annual review:
  - a. Walking through the scope of work together and evaluating performance
  - b. Determining how we want to continue partnering on this project or not
  - c. Evaluating budget from prior year and what's projected for the next year

### III. Project Schedule

The following is a projected schedule for the re-start and re-implementation of this program. COVID protocols adjusting and changing month to month, week to week even day to day obviously have implications on how this can indeed be executed. With the assumption that we would know if we were awarded the contract as outlined in this RFP by February 16<sup>th</sup>, given what we know with our current COVID reality, and making some assumptions this would be our current projections.

#### February 1<sup>st</sup> – February 16<sup>th</sup> - Prepare for potential of receiving the contract

- Consult with others and confirm potential outdoor location for weekly meeting
  - o Looking at using the parking structure at The Crossing outside by the Check-In Center.
- Establish current COVID-19 protocols that will need to be implemented in conjunction with this program.
- Prepare volunteer interest, orientation and training materials.
- Prepare for the first month of weekly meetings.

#### February 22<sup>nd</sup> – March 11<sup>th</sup> - Hire Program Director and Project Manager

#### February 22<sup>nd</sup> – March 11<sup>th</sup> - 3 Volunteer interest meetings are held.

- We market and promote this meeting through our network and the Network for Homeless Solutions.
- Previous beneficiaries of the program are invited to be part of giving back.
- Program is outlined and volunteer opportunities are clearly presented.
- Initial team of volunteers is identified.

#### February 22<sup>nd</sup> – March 31<sup>st</sup> – Initial projects that the Community Impact Team will carry out are established with various faith-based organizations, businesses and the city. (ongoing)

- Contracts will be established in some cases.
- MOU Agreements / Financial commitment in others.

#### February 22<sup>nd</sup> – March 31<sup>st</sup> - Outreach to prospective participants in the program will be executed.

- Including, but not limited to:
  - o Clients at the Costa Mesa Bridge Shelter
  - o Recommendations from the Network for Homeless Solutions Team and any other street outreach service providers working in Costa Mesa.
  - o Housed individuals who could benefit from the program to help maintain their housing are targeted.

#### Week of April 5<sup>th</sup> - Weekly Meetings will begin, will be run by the Program Director, and will be supported by a team of volunteers. At the meeting:

- Attendance will be taken each week.
- We will Inspire, Encourage and Empower attendees to take next steps in their lives to make a difference.
- There will be training components put in place for life skills and work ethic values.
- Participants will be assigned projects for the next week.
- Team of volunteer mentors/advocates are connected to program participants.
- Link participants to vocational training opportunities & organizations for job placement.

<b><u>Deliverables to be performed</u></b>	<b><u>Duration of Time</u></b>	<b><u>Completion Date</u></b>
1. Prepare Launch of Program	Feb. 1 – Mar. 31	March 31, 2021
2. Hire 2 needed personnel a. Position Profiles to city	Feb 17 – Mar. 31	March 31, 2021 Feb. 17, 2021
3. Recruit 10-20 volunteers per year	Year of program	March 31, 2023
4. Secure ongoing projects for program	Ongoing process	March 31, 2023
5. Recruit 60 Participants from Costa Mesa	Within year of program	March each year
6. Effective, engaging weekly meetings a. Curriculum for meetings	Ongoing process Throughout program	March 31, 2023 March 31, 2023
7. 30 participants engaged with homeless system of care.	Within year of program	March 31, 2023
8. Monthly updates & check ins	May 2021 – April 2023	March 2023
9. Quarterly Reports	Throughout program	July 1, Oct.1, Jan1, Apr.1
10. Annual Review	End of each year	March 31, 2022 & 23

#### **IV. City staff engagement requirements in order to complete the tasks specified in scope of work**

Required: (can't do it without this)

- Collaboration with Assistant City Manager to work with the Public Services Director to identify and establish areas in their Maintenance Services department that could become ongoing projects with a contract or MOU to be completed by the Community Impact Team.
- Regular at least monthly input from Neighborhood Improvement Manager/lead of Network for Homeless Solutions on potential participants for the program based on people they are coming in contact with at the Costa Mesa Bridge Shelter, through street outreach, input from code enforcement officer, Police Department and Fire Department.

Optional: (would help us accomplish scope of work more effectively)

- Engagement of Assistant City Manager and/or Neighborhood Improvement Manager in occasional, volunteer recruitment events and program development meetings.

## **V. Additional innovative and/or creative approaches for providing services**

As part of this program there is all kinds of room for increased innovation and creativity as the right individuals, volunteers, leaders and opportunities present themselves. Here are examples of things we envision:

- Engaging members of our target audience with artistic abilities:
  - o Painting murals
  - o Developing art skills and having art shows
  - o Establishing a choir and doing performances
- Collaborate with Non-profits already in place for vocational training & job placement
- Engage business leaders through the Chamber of Commerce to offer apprentice type scenarios for participants
- Acquire a contract with Cal Trans to take care of the areas in Costa Mesa they are working.

## **VI. Steps for the potential recruitment, hiring and retention of former city employees who have been displaced due to layoff and outsourcing of functions and services formerly provided by the city**

1. Position profiles for Program Director and Project Manager will be shared with the city.
2. The city HR department can/will share with former employees.
3. Interviews will be conducted by Trellis.
4. If one of those applicants is best qualified and suited for the position they will be given an offer letter.

## **Qualifications & Experience of responsible organization**

Trellis International will be responsible for performing the services outlined in this proposal.

### **General Information:**

- Trellis is a 501 C3 non-profit, incorporated in the state of California.
- We have been operating as Trellis International since our incorporation in 2013 but generally don't include the "International" in our name since we are not there yet.
- Corporate & Local Address since January 2016 : 711 W. 17<sup>th</sup> Street, Unit E-5  
Costa Mesa, CA 92627
- Our Board Officers are:
  - o Chairman: Mark VanDruff
  - o Secretary: Janice Roque
  - o Treasurer: Rachel Maxfield
  - o Executive Director: Ian Stevenson
- Our EIN is 47-5324236
- Trellis also has a DBA as "Love Costa Mesa"

### Previous Experience:

- Trellis was awarded a CDBG contract with the city of Costa Mesa for Fiscal Year 2017-18 for homeless outreach work.
  - o The tracking and results were above and beyond expectation.
- From 2014 to just before COVID shut everything down, Trellis facilitated the Community Impact Team with minimal part time attention and a team of volunteers. Our records indicate:
  - o 326 Individuals attended a meeting at least once
  - o 57 stayed engaged enough to get on a team
  - o 31 of that 57 ended up getting into housing of some sort
  - o 20 of them landed a job/steady work of some sort
  - o 19 of them went through a culinary arts program with Open Gates
  - o We had steady project agreements established with:
    - Mariners Church
    - Newport Rib Company
    - Cal Bath Restoration
    - Plant Tenders
  - o We did numerous other projects with:
    - Various individuals / home owners
    - The Crossing Church
    - Rock Harbor Church
    - Lighthouse Community Church

### Community Engagement

- Trellis has been a member of the Costa Mesa Chamber of Commerce for 4 years
- As part of our ongoing efforts to facilitate collaboration in Costa Mesa we are also involved in leading:
  - o The Costa Mesa Cares Team that has been responding to COVID needs in the city.
    - Organized and Engaged over 300 volunteers with the Power of One food distributions for 10 straight weeks at the Fairgrounds to serve 30,000 families.
    - Donated \$3,000 to the enough for all fund
    - Served over 200 families needing assistance during COVID
  - o Love Costa Mesa Day for the past 3 years involving over 2,000 volunteers in 103 different projects impacting thousands of people.
  - o Intentional Neighboring throughout the city with over 150 Intentional Neighbors registered.
  - o An Education Initiative for the past 8 years that has mobilized hundreds of volunteers to impact our schools.
  - o Prayer efforts in our city that have united hundreds of people over the past 8 years from multiple congregations in their prayer efforts for our city.



## **Financial Capacity**

Trellis is a grass roots organization that has developed and emerged slowly within the Costa Mesa Community over the last 7 years. In that process we have grown each year, have established strong accounting practices and have managed our budget well.

We have a strong base of support as a non-profit with four main streams of revenue:

Individuals who support us (last year we had 236 donors)

Faith Based organizations (last year we had 19)

Business sponsorships (last year we had 23 that donated)

Grants

We also have a very capable and competent operations team that will help support our efforts with the Community Impact Team above and beyond additional staff that will be assigned specifically to this program and will be what a majority of the resources being asked for will fund.

## **Key Personnel**

**Program Manager** – Ian Stevenson, Executive Director of Trellis.

Phone: (949) 422-5331

Email: [ian@wearetrellis.com](mailto:ian@wearetrellis.com)

Ian Stevenson became the full time Executive Director of Trellis in fall of 2015. He is the primary vision caster, developer of strategy and person responsible for expanding our capacity in the organization. A team guy at heart he loves seeing teams develop, grow and become more effective, as a result the work he does with our board, staff and leaders is a joy to him and an outflow of who he is.

Prior to joining Trellis full time, Ian was the Executive Director as a volunteer and a Pastor at The Crossing Church in Costa Mesa, California. He was the church's second full-time staff member in 1989, and over the next 27 years focused on ministry development, outreach and teaching. He heled lead, manage and grow the church from 40 to approximately 2,000. Ian is an expert in volunteer mobilization and management and has an extensive background in strategic planning, budget preparation, goal setting, and facilitating partnerships. He holds a bachelor's degree from Jacksonville University.

He will be the primary manager of this program. Ian started the program from scratch in 2014 with a team of 7 volunteers. Although he delegated responsibilities the past couple of years, he will be re-engaging to re-launch and make the needed hires, tweaks to the program and connections needed to make ensure it's successful and that we perform on our deliverables.

**Trellis Homeless Initiative Director – John Begin**

Phone: (559) 474-1209

Email: [john@wearetrellis.com](mailto:john@wearetrellis.com)

John Begin has been working with the homeless in Costa Mesa for the past 9 years. As a lead pastor at one of our churches in Costa Mesa he was directly involved in serving people experiencing homelessness every week through a community style meal they provided. He stepped into a full time role with Trellis 4 years ago leading our homeless initiative striving to facilitate collaboration around the issue and involving leaders from various churches businesses and non-profits in how to work better together around this challenge.

John also works at a contractor with the city of Costa Mesa as an Outreach Worker with the homeless population. He works closely with the Police and Fire departments as well as the Neighborhood Improvement Manager to help connect people experiencing homelessness into services they may need.

There are not many people experiencing homelessness in Costa Mesa that John does not know and because of his work with the city and his role with Trellis he will be pivotal in recruiting participants, helping us recruit volunteers, helping identify projects we can engage the Community Impact Team with and at times teaching at the weekly meetings.

**Project Manager – Ray Nulod**

Phone: (949) 310-0948

Email: [ray@wearetrellis.com](mailto:ray@wearetrellis.com)

Ray is a veteran who faithfully served our country. He has an extensive background in hospital administration, is great with people and is a gifted problem solver and peace maker. As a participant in the Community Impact Team Program, we got to see Ray continue to take steps that moved him from living on the streets to getting into housing. Ray became the second participant in the Community Impact Team that became a Project Manager we actually hired to help run the program.

Rays' administrative skills, experience as a participant in the program as well as his connection and skill in relating with people experiencing homelessness has proven invaluable as we have been running the program. No doubt Rays' insights and support both administratively and in managing teams as projects are accomplished will continue to help make this program successful.

**Program Director – To be hired if proposal is accepted and we are granted a contract.**

**Disclosures**

The only disclosure regarding a business relationship with any current Costa Mesa elected or appointed official or city employee would be:

John Begin who works for the city in homeless outreach also works for Trellis as the Director of our Homeless Initiative.

**Subrecipient Agreement**

We are prepared to sign the Subrecipient agreement as is.



**Names & Titles of Corporate Board Members**

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

Names	Title	Phone
Mark VanDruff	Chairman	949-356-6384
Janice Roque	Secretary	714-865-4665
Rachel Maxfield	Treasurer	760-678-8635
Scott Lewis		714-822-5640
Mike MacLane		714-335-2515
Lynell Brooks		714-585-5985
Andrew Richards		949-439-9049
Tan Stevenson		949-422-5331

Federal Tax Identification Number: 47-5324236

City of Costa Mesa Business License Number: 49119

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

City of Costa Mesa Business License Expiration Date: 9/30/2021

**EX PARTE COMMUNICATIONS CERTIFICATION**

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

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning informal RFP No. 21-05 for COVID-19 Homeless Prevention and Street Outreach Services and Food Assistance Programs at any time after December 18, 2020.

  
Signature

Date: 1/11/21

Ian Stevenson  
Print

OR

I certify that Proposer or Proposer's representatives have communicated after December 18, 2020 with a City Councilmember concerning informal RFP No. 21-05 for COVID-19 Homeless Prevention and Street Outreach Services and Food Assistance Programs. A copy of all such communications is attached to this form for public distribution.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print



**DISCLOSURE OF GOVERNMENT POSITIONS**

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

None

*[Handwritten signature]*

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

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

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

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

**COMPANY PROFILE & REFERENCES**

Company Legal Name: *Trellis International*

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

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

Business Address: *711 W. 17th St. Unit E5, Costa Mesa, CA 92627*

Website Address: *www.wearetrellis.com*

Telephone Number: *949-422-5331* Facsimile Number:

Email Address: *ian@wearetrellis.com*

Length of time the firm has been in business: *7 years*

Length of time at current location: *3 years*

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

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

Federal Taxpayer ID Number: *47-5324236*

Regular Business Hours: *Monday - Friday 9am - 5pm*

Regular holidays and hours when business is closed: *Saturdays, Sundays, New Years Eve / Day, Good Friday, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve / Day*

Contact person in reference to this solicitation: *Ian Stevenson*

Telephone Number: *949-422-5331* Facsimile Number:

Email Address: *ian@wearetrellis.com*

Contact person for accounts payable: *Debbie Collette*

Telephone Number: *949-246-6778* Facsimile Number:

Email Address: *debbie@wearetrellis.com*

Name of Project Manager: *Ian Stevenson*

Telephone Number: *949-422-5331* Facsimile Number:

Email Address: *ian@wearetrellis.com*

## COMPANY PROFILE & REFERENCES (Continued)

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

**Company Name:** Newport Rib Company 949-631-2110

Contact Name: Laura Marroquin

Contract Amount: \$250/mo.

Email: lmarroquin@ribcompany.com

Address: 2196 Harbor Blvd. Costa Mesa 92627

Brief Contract Description: cleaning of catering equipment monthly

**Company Name:** The Crossing Church

Telephone Number: 949-645-5050

Contact Name: Skip Mullins

Contract Amount: \$320/mo.

Email: smullins@thecrossing.com

Address: 2115 Newport Blvd. Costa Mesa 92627

Brief Contract Description: power washing services are provided weekly plus additional cleaning and event support as needed

**Company Name:** Cal Bath Renovations

Telephone Number: 949-263-1736

Contact Name: Scott Davis

Contract Amount: \$160/mo.

Email: sdavis@calbath.com

Address: 3825 Birch St. Newport Beach 92660

Brief Contract Description: bi-monthly cleaning of showroom and warehouse organization

Company Name: Mariners Church

Telephone Number: 949-769-8100

Contact Name: Roman Garcia

Contract Amount: \$1400/mo.

Email: rgarcia@marinerschurch.org

Address: 5001 Newport Coast Dr. Irvine, CA 92603.

Brief Contract Description: weekly cleaning of worship auditorium

Company Name: Plantenders Nursery

Telephone Number: 714-649-2300

Contact Name: Laurie Ellen Park

Contract Amount: \$360/quarter

Email: sales@plantenders.com

Address: 15882 Santiago Canyon Rd, Silverado, CA 92676

Brief Contract Description: assisted with property improvement projects





### COST PROPOSAL

TASK	DESCRIPTION	PROGRAM COST
1	After Hours Homeless Prevention and Street Outreach Services	
2	Innovative Street Outreach and Life Skills Training	\$ 97,000
3	Food Assistance Program	
	TOTAL	\$ 97,000

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

**EXHIBIT C**  
**COST PROPOSAL**



April 27, 2021

To whom it may concern,

The following is the planned budget allocations for CDBG -cv resources.

<b>Personnel Expenses</b>	<b>Rate</b>	<b>Description</b>	<b>Total</b>
Program Director Salary	\$25/hour	40 hours per week	\$57,000
Project Manager Salary	\$20/hour	20 hours per week	\$24,000
Program Administrator	\$20/hour	3 hours per week	\$3,100

<b>Operational Expenses</b>			
Fuel	\$200/month	for 12 months	\$2,400
Insurance	\$4500/year	for Team vehicle	\$3,882
<b>TOTAL CDBG</b>			<b>\$90,382</b>

Thank you,

**Ian Stevenson**  
Executive Director  
TRELLIS / (949) 422-5331  
wearetrellis.com

**EXHIBIT D**

**COUNCIL POLICY NO. 100-5**

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

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

**BACKGROUND**

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

**PURPOSE**

It is the purpose of this Policy to:

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

**POLICY**

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

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

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

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



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

G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

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

