

**AGREEMENT WITH GUIDEHOUSE INC.
TO PROVIDE AMERICAN RESCUE PLAN ACT (ARPA)
CONSULTING SERVICE**

THIS AGREEMENT is made and entered into on this 20th day of December, 2022, by and between Guidehouse Inc., a Delaware corporation (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On July 20, 2021, the City Council authorized the Revive Santa Ana Spending Plan made possible by the American Rescue Plan Act (“ARPA”) through U.S. Department of Treasury (“DOT”) Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”). The spending plan is intended to protect and revive the Santa Ana community as it emerges from the impacts of the COVID-19 pandemic.
- B. On August 26, 2021, the City issued a Request for Qualifications No. 21-093 (“RFQ”) seeking to retain a Consultant having special skill and knowledge in the field of implementing robust internal controls and effectively monitor the Revive Santa Ana projects to ensure compliance with all applicable federal rules and regulations to assist the City’s Finance & Management Services Agency with navigating and complying with the evolving and complex regulatory and programmatic CSLFRF guidance.
- C. On December 21, 2021, the City entered into Agreement #A-2021-253 (“Agreement”) with Grant Thornton Public Sector, LLC (“Grant Thornton”), to provide services, as detailed in the RFQ, attached hereto as **Exhibit A** to the Agreement. The term of the Agreement runs until December 21, 2022.
- D. On September 30, 2022, Grant Thornton officially merged with Guidehouse Inc., and pursuant to the terms of the Agreement, Consultant has provided American Rescue Plan Consulting Services to the City.
- E. Consistent with the City’s purchasing rule and regulations, City seeks to engage Consultant to provide this vital consulting service per the requirements established by the RFQ by way of a new agreement with the Consultant. Consultant represents that it is able and willing to provide such services to the City.
- F. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Grant Thornton's Proposal to the RFQ attached hereto as **Exhibit A** and incorporated by reference. Consultant warrants that it shall perform the services in accordance with applicable professional standards. This warranty is in lieu of, and Consultant expressly disclaims, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Consultant does not warrant computer hardware, software or services provided by other parties not retained by Consultant to provide services pursuant to this Agreement.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement shall not exceed Four Hundred Thousand Dollars and Zero Cents (**\$400,000**).
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.
- c. As the recipient of ARPA CSLFRF funds, Consultant will be required to comply with any and all compliance requirements for the use of CSLFRF funds, any and all reporting requirements for expenditures of CSLFRF funds, as well as compliance with 2 CFR 200.332 regarding pass-through entities.

3. TERM

This Agreement shall commence on the date first written above for a two (2) year term with the option for the City to grant up to two (2) one- (1) year extensions, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be

responsible for all applicable withholding taxes. Consultant may use third-parties to provide administrative and operational support to Consultant business operations. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of City data. Such entities may be located within or outside the United States.

5. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, Deliverables, as defined in the statement of work, fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are delivered by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City, provided however that Consultant shall be entitled to rely on all information, data, reports and other materials provided by the City. The information contained in documents prepared by Consultant in the course of providing services under the terms of this Agreement is for the sole use of the City in accordance with the purpose of this Agreement hereunder. The Deliverables are not for a third party’s benefit or reliance, and Consultant disclaims any contractual or other responsibility or duty of care to others based upon the Services, Work Product or Deliverables. Any Work Product, Deliverables, or documents delivered by Consultant shall be released only in accordance with the California Public Records Act or with the prior written permission of Consultant. Except to the extent expressly provided hereto to the contrary, no third-party beneficiaries are intended under this Agreement.

Consultant shall retain sole and exclusive ownership of and all right, title and interest in and to any know-how, concepts, techniques, methodologies, ideas, processes, models, templates, tools, utilities, routines and trade secrets of Consultant that existed prior to this engagement or that, to the extent they are of general application, may have been discovered, created or developed by Consultant as a result of its own efforts during this engagement (collectively, the “Consultant Property”). The City shall acquire no rights or interest in the Consultant Property, except for a non-exclusive, non-transferrable, royalty-free right to use such Consultant Property solely in connection with any deliverable or work product to the extent any Consultant Property is incorporated therein. The City will not sublicense or otherwise grant any other party any rights to use, copy or otherwise exploit or create derivative works from the Consultant Property. Consultant’s work papers are not part of the Deliverables and shall remain the confidential property of Consultant in accordance with professional standards.

6. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- a. Minimum Scope and Limit of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$4,000,000** aggregate.
5. **Broader Coverage:** if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b. Other Insurance Provisions

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 2037 if a later edition is used).
2. **Primary Coverage:** For any claims related to this contract, the Consultant’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
4. **Waiver of Subrogation:** Consultant hereby grants to City a waiver of any right to subrogation that any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.
7. **Claims Made Policies (applicable only to professional liability):**
 - i. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 - iii. If coverage is canceled or non-renewed, and not replaced *with another claims-made policy form with a Retroactive Date prior to* the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of work.
8. **Verification of Coverage:** Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep fee and expense information and work product documentation

("Records") and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such Records and invoices shall be clearly identifiable. Upon reasonable advance notice, Consultant shall allow the City to examine, audit, and make transcripts or copies of such Records pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all Records related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement. Notwithstanding the foregoing or anything in this Agreement, nothing in this section or any audit or inspections hereunder, shall violate or cause Consultant to violate any of Consultant's professional standards, privacy, confidentiality or legal obligations.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this 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" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law, legal action or order of accounting oversight body; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work that fails to meet the standard of performance specified in the Recitals of this Agreement.

Consultant reserves the right to, in whole or in part, decline to perform services if information comes to its attention indicating that performing any Services could cause Consultant to be in violation of applicable law, regulations or standards or in a conflict of interest, or to suffer reputational damage.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by

the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director,
Finance and Management Services Agency
City of Santa Ana
20 Civic Center Plaza (M-17)
P.O. Box 1988
Santa Ana, California 92702
Fax: 714-647-5414

To Consultant:

Guidehouse Inc.
Attn: Office of the General Counsel
1676 International Drive, Ste. 80
McLean, VA 22102

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. FUNDING-RELATED PROVISIONS

Funds from CSLFRF program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);
- b. U.S. Department of the Treasury (“Treasury”) Final Rule for the Act, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>;
- c. Treasury Compliance and Reporting Guidance for the Act, available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>;
- d. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
- e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
and
- f. Federal contract provisions attached hereto as **Exhibit B** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except

as otherwise required under federal law or regulation, the more stringent requirement shall control.

21. MISCELLANEOUS PROVISIONS

- a. 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, including reasonable costs and attorney’s fees, 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.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.
- d. The City agrees to the use of electronic methods to transmit and receive information, including confidential information. Consultant shall not be responsible or liable for any (i) service interruptions of or (ii) corruption or damages (whether direct, indirect, consequential or otherwise) to the City’s or third party’s information systems and the information and data contained therein, including but not limited to denial of access, automatic shut-down of information systems caused by or resulting from Consultant’s performance of the Services, to the extent such interruptions and damages were beyond its reasonable control upon exercise of reasonable and customary security and other measures as customary in the industry.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

Kristine Ridge
City Manager

[signatures continued on next page]

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 
Brandon Salvatierra
Deputy City Attorney

CONSULTANT:

Graeme Finley
Partner

RECOMMENDED FOR APPROVAL:



Kathryn Downs, CPA
Executive Director
Finance and Management Services Agency

EXHIBIT A

PROPOSAL TO RFQ

City of Santa Ana

American Rescue Plan Act Consulting Services

RFQ #21- 093

Proposal

November 3, 2021



City of Santa Ana

American Rescue Plan Act Consulting Services

Proposal

Prepared for:

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92702

In response to RFQ# 21- 093
Dated September 13, 2021
Addendum 1, September 2, 2021
Addendum 2, September 7, 2021

Prepared by:



4695 MacArthur Ct Suite 1600
Newport Beach, CA 92660
www.grantthornton.com

Point of Contact:

Graeme Finley, Principal

T 571.242.0478

F 916.449.3981

Graeme.Finley@us.gt.com

On January 1, 2020, Grant Thornton LLP ("Grant Thornton LLP" or "Parent"), a federal and state and local government contractor since 2001, reorganized its Public Sector service line into a wholly-owned subsidiary named Grant Thornton Public Sector LLC. All of the assets and personnel associated with Grant Thornton LLP's government practice (except for its government financial audit and attest practice that will remain with the Parent) have been transferred to the new subsidiary, Grant Thornton Public Sector LLC.

Grant Thornton LLP and Grant Thornton Public Sector LLC have entered into a Services Agreement, which provides for the two entities to provide assistance to each other on government contract opportunities and engagements. Grant Thornton LLP and Grant Thornton Public Sector LLC are each other's primary teaming partners, as specially demonstrated throughout this proposal (in addition to other specified subcontractors, collectively "Team Grant Thornton").

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal or quotation. If, however, a delivery order is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in sheets marked "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

November 3, 2021

Sarah Ro, Accounting Manager
City of Santa Ana – Finance and Management Services Agency
20 Civic Center Plaza
Santa Ana, CA 92701

Subject: REQUEST FOR QUALIFICATIONS (RFQ) NO. 21- 093 FOR AMERICAN RESCUE PLAN ACT CONSULTING SERVICES (Revised Scope of Work)

Dear Ms. Ro:

Thank you for the opportunity to demonstrate how we can support the City of Santa Ana (City) manage funding received from the American Rescue Plan Act (ARPA) by providing comprehensive financial management and advisory services. The City's Revive Santa Ana Spending Plan outlines a bold program to continue its response to the COVID-19 public health emergency and achieve a holistic and equitable recovery to its effects. Our response will demonstrate proven experience and qualifications assisting communities to effectively manage funding received from the federal government to implement a wide range of projects to recover, restore, and grow vital community services and facilities.

Our team is excited for the opportunity to bring the experience, methods, and knowledge we have gained over years of federal fund management, including recent experience managing all the major COVID-19 response and recovery funds (Provider Relief Fund, Coronavirus Relief Fund, FEMA Public Assistance, Homeowner Assistance Fund, and Paycheck Protection Program), to join the City's team in implementing the Revive Santa Ana Spending Plan. Outside of our grants core competency, we are a management consulting firm with relationships that will flexibly support the City's needs as they arise. This includes a robust information technology advisory practice, teams working at the Federal level with U.S. Treasury and other Federal program owners. Plan.

Our firm has performed hundreds of Single Audits for grant recipients and supports our clients in being 'audit ready' when we are not the auditor. We are monitoring for the Fall release of the 2CFR200 Appendix XI Compliance Supplement which will provide detailed audit guidance for ARPA-related programs. In the meantime, we have developed checklists based on the August 2021 audit guidance. We are proposing single audit expertise as part of our team.

The Grant Thornton Team has local technical and industry capabilities backed by a global infrastructure and subject matter experts. We have over 250 Grant Thornton partners and professionals in the greater Los Angeles area, we are committed to delivering the City of Santa Ana the right people with various skill sets across Public Sector. The Southern California practice is comprised of offices in Los Angeles, Irvine and San Diego. Our Los Angeles office serves both public and private clients in a variety of industries including state and local government, entertainment, aerospace and defense, high tech, and professional services.

On Thursday, October 28, our team participated in an interview with staff from the City's Finance and Management Service Agency to review and clarify our team's approach to the revised scope work for Request for Services Number 21-093. As discussed in the interview, our team fully understands, and accepts, the revisions to the scope of work made by the City. To demonstrate our team's understanding and acceptance of the City's revisions, we have revised our original response to RFQ 21-093 via a red-line and strikethrough format. In this format, the City will be able to easily identify the changes we have made to our proposal and approach to align to the City's expectations for professional services.

As the leader of our California Public Sector Practice, I am authorized to commit the firm to agreements. Thank you again for the opportunity for us to demonstrate how we can support the City. Our proposed Scope of Services and cost proposal are valid for 90 calendar days. If you have any questions or would like to schedule a presentation by our team, please contact me, Graeme Finley (graeme.finley@us.gt.com or 571-242-0478) or our contract specialist, Virginia Dawson (virginia.dawson@us.gt.com or 512-692-1235).

Sincerely,



Graeme Finley

Principal

T +1 571 242 0478 | E graeme.finley@us.gt.com

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Executive Summary

Background

The American Rescue Plan Act (ARPA) of 2021 is the latest COVID-19 stimulus package approved by the U.S. Congress and signed into law by President Biden on March 11, 2021. ARPA is a \$1.9 trillion economic stimulus bill. Within ARPA, the Coronavirus State and Local Fiscal Recovery Fund (SLFRF) provides \$350 billion in direct funding for states, municipalities, counties, tribes and territories including \$130 billion for local governments. The SLFRF provides a substantial infusion of resources to help cities like Santa Ana with economic stabilization, equity realization and the pursuit of fiscal recovery. In response to the extraordinary and unprecedented social and economic impacts of the ongoing, public health emergency caused by the Coronavirus pandemic, the City of Santa Ana developed and adopted the Revive Santa Ana Spending Plan. This comprehensive response and recovery program will provide critical investments to enable the successful continuation of the City's short-term response and long-term community recovery. Critical priority projects have been identified to support the recovery through direct program assistance; public health and safety initiatives; investments in critical infrastructure; and supporting the City's fiscal health.

To implement the Revive Santa Ana Plan, the City requires assistance with navigating and complying with the evolving and complex regulatory and programmatic guidance frameworks developed for the various funds created by ARPA, specifically the SLFRF. The City is seeking support with project eligibility determinations, developing and supporting required program reports, compliance with the Uniform Guidance (2 Code of Federal Regulations (CFR) 200)¹ for administrative requirements, cost principles procurement requirements, and subrecipient monitoring.

Grant Thornton and the Grant Thornton Team.

At Grant Thornton, we believe in making business more personal and building trust into every result. We are committed to quality, purpose-driven results and value relationships. Grant Thornton's risk services portfolio includes solutions that offer program management, equitable distribution of funds, emergency grants management, fraud detection and prevention, internal controls, eligibility quality assurance, pre-audit readiness and strategic program integrity services. We assist clients overcome the complex regulatory landscapes to implement critical projects and social services that meet the needs of citizens and their communities. Our team is comprised of former state finance directors, city and county administrators, mayors, governors, grants specialists, and government financial managers who have seen firsthand what it takes to make financial recovery successful. In California, we support pandemic relief funding requirements for Marin County, Golden Gate Bridge and the Southern California Regional Rail Authority (Metrolink). We serve governments at the federal, state, and local levels, which has afforded us a unique perspective on the obstacles inherent in managing federal grant and audit readiness processes.

Grant Thornton Public Sector LLC is a wholly-owned subsidiary of a large CPA firm (Grant Thornton LLP) with a track record of 97 years serving clients in audit, tax and advisory services across 51 offices in the United States. We have solidified our commitment to serving clients in California by establishing offices in Irvine, Los Angeles, Sacramento, San Diego, Silicon Valley, and San Francisco.

¹ On December 26, 2013, OMB Circular A-133 was superseded by the issuance of 2 CFR part 200, subpart F. Among other things, those changes increased the audit threshold to \$750,000 for auditee fiscal years beginning on or after December 26, 2014 and made changes to the major program determination process. The Compliance Supplement (Supplement) is based on the requirements of the 1996 Amendments and 2 CFR part 200, subpart F, which provide for the issuance of a compliance supplement to assist auditors in performing the required audits.

Features and Benefits

As discussed throughout our response, our team offers several differentiators. As a large firm, we provide cost-effective access to specialized expertise as questions arise. We pride ourselves on delivering excellent client service and staffing our engagements with true subject matter experts.

Features of Our Approach	Benefits to the City of Santa Ana	Evidence
Comprehensive Understanding of Recovery Funding Options	Balanced advice, and consideration for similar program models when reviewing eligibility.	Our knowledge of the full recovery landscape uncovered opportunities to maximize program dollars for New Castle County (FEMA PA/CRF) and healthcare clients (PRF/FEMA PA)
Compliant, Efficient Reports	Grant Thornton, as one of the nation’s largest audit, tax and advisory firm, is well equipped to support the City’s ARPA reporting needs. Our team will build and maintain a framework to efficiently extract and analyze data required for reporting project performance.	<p>In our service to the nation’s largest healthcare systems our grants team built custom templates to assist our clients identify, calculate, and report expenses and lost revenues attributable to COVID-19 in compliance with Provider Relief Fund requirements.</p> <p>For the past 3 years, the Grant Thornton team has efficiently completed over 250 federal fiscal accountability reports, on a quarterly basis, on behalf of the state of Florida’s Region 4 subrecipients across 8 counties to the Public Assistance Program</p>
Specialized Expertise in Lost Revenue Calculations	Defensible lost revenue calculations.	Our team has helped dozens of clients interpret, understand, and apply methods to calculate and demonstrate lost revenues.
Specialized Compliance Monitoring Expertise	Our understanding and close monitoring of US Treasury OIG guidance will confirm that costs claimed are substantiated and compliant with current legislation and any and all updates to existing guidelines. The City will have access to all the knowledge we’ve gathered throughout our interactions with Federal and state agencies, including communications, best practices and compliance playbooks that have been tested against regulatory frameworks such as 2.CFR.200. These resources are constantly updated by our Subject Matter Experts who are supported by dedicated policy analysts.	<p>Grant Thornton has served as a Uniform Guidance compliance monitor for the states of Florida and Texas to efficiently review and provide compliance risk assessments and corrective action plans on over 3,100 applications for the reimbursement of over \$285M through the Public Assistance Program</p> <p>Grant Thornton’s New Castle CRF management team has drafted several eligibility and position statements on behalf of the County to align project costs to the Treasury’s guidance requirements and 2 CFR 200 best practices.</p>
Experienced Audit Readiness	The proposed team includes a dedicated single audit subject matter expert and the City can tap into an extensive network of public sector auditors	In supporting the state of Florida and New Castle County, the Grant Thornton team compiles and maintains support and justification documentation in organized packages specifically set up to assist clients and demonstrating

Specialized training developed and delivered by subject matter experts	Through our teams' interactions with City staff, we will be able to identify potential training opportunities to enhance the City's understanding of prevalent reporting and compliance risks for COVID-19 relief funding	compliance auditing standards and best practices Grant Thornton has developed and delivered a training program related to both FEMA Grants Management and COVID-19 CARES Act, as well as supporting documents related to procurement practices, documentation requisitions, and program administration. This would help the City gain the subject matter expertise as they relate to the CARES Act and grants management.
Infor Experience	Infor is a strategic teaming partner for Grant Thornton. We have a deep bench of resources with experience implementing Infor's Lawson ERP product	Infor is a strategic teaming partner for Grant Thornton, with a particular focus on serving Public Sector customers. We have a deep bench of resources with experience implementing Infor's Lawson ERP product, and were named Infor's overall Partner of the Year in 2019.

Table 1: Features and Benefits

Response

Our response provides a competent, professional team with expertise helping local governments and entities navigate the complex and dynamic regulatory environment of COVID-19 response, recovery, and relief funds. As demonstrated throughout our response with our extensive experience, we provide the City with the confidence that decisions made, and actions taken to advance the goals of maximizing its residents' recovery from the impacts of the COVID-19 public health emergency, will be based on experience and expertise.

1.0 Agreement Statement

Grant Thornton accepts in principle the contract terms and conditions included in the solicitation as drafts of certain provisions of a contract, the final terms of which we anticipate being mutually negotiated through clarifications, changes and additional provisions to cover the circumstances of the engagement as finally awarded. Grant Thornton reserves the right to negotiate the terms and conditions outlined in the City's solicitation and as required by our industry professional standards for the mutually agreed upon scope of services to be provided to the City by Grant Thornton. We are confident that we will be able to come to a mutually satisfactory agreement with the City regarding terms and conditions, as we have many times in the past in similar procurement situations with public sector entities. The included terms and any specified exceptions shall not be interpreted to prohibit Grant Thornton from proposing additional or alternative contract terms and conditions during negotiation of the final contract upon award.

2.0 Firm and Team Experience

2.1 Description of Grant Thornton

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd, one of the world's leading organizations of independent assurance, tax, and advisory services. Proactive teams, led by approachable partners, use data, best practices, experience, and instinct to understand complex issues for public sector, privately owned, and publicly listed clients. More than 8,000 Grant Thornton personnel, across over 51 offices (including six across California - Los Angeles, over 250 partners, managers and staff in our Orange County office, Sacramento, San Diego, San Francisco and Silicon Valley), are focused on making a difference to clients, colleagues and the communities in which we live and work.

Grant Thornton Public Sector Practice

Grant Thornton launched its Public Sector Advisory Services in 1997. Since then, we have provided grants management and compliance services across the spectrum of federal, state and local agencies. We bring subject matter experts to assist in designing an overall framework under which recovery program funds are evaluated and planned. We help the City conduct necessary analyses to understand the eligibility restrictions and compliance requirements of proposed projects for SLFRF funding. In this manner, program goals are established to align funds where and when they are needed. In reviewing the scope of work, a clear foundational requirement for grants and financial management experience exists. This is a core competency within Grant Thornton Public Sector, and for the firm as a whole. At the Federal level, we have provided grants oversight and grantee technical assistance services on behalf of the largest awarding agencies in government. At the State and Local levels, we help recipients manage hundreds of direct federal grants and state-pass through grants, including detailed reviews of eligible expenses. We currently provide clients with COVID-19 relief fund support across the funding life cycle. Recent examples include engagements by the counties of New Castle, Delaware and Marin, California to help them manage CARES Act, ARPA and other COVID-19 relief grants by administering pass-through funding to hundreds of subrecipients. We provide these recent examples in our past performance write-ups. During the COVID-19 pandemic, members of our proposed team assist dozens of non-profit, and for-profit, healthcare providers manage and report on the use of over \$640 million in payments from the Department of Health and Human Services' Provider Relief Fund.

2.2 Project Manager: Dustin Hinkel

Mr. Hinkel is a dynamic and innovative leader with over 12 years' experience in the fields of emergency management and local government administration. Dustin began his career in emergency management and public service by focusing his university education on the physical and societal effects of natural and technological hazards. He leveraged his education and continued his professional development to become the youngest County Emergency Management Director and, later, County Administrator in the state of Florida. His special expertise is in the areas of local government administration, grants management, crisis response, management, and recovery, strategic planning, and policy development and implementation.

Representative Sample of PRF Clients Dustin Hinkel as a key delivery team member	
Client	Location
AtlantiCare	Egg Harbor, NJ
AHRC	New York City, NY
Beebe Health	Lewes, DE
Berkshire Health	Pittsfield, MA
Doylestown Hospital	Doylestown, PA
Geisinger Health	Danville, PA
Grand View Health	Sellersville, PA
Indiana University Health	Indianapolis, IN
Maine Health	Portland, ME
Rutgers University Health	New Brunswick, NJ
St. Francis Health	Cape Girardeau, MO
St. Joseph Hospital System	Paterson, NJ
WellSpan Health	York, PA

Mr. Hinkel has led teams providing financial management and advisory services to recipients of federal funding from every major Coronavirus related legislation passed by the Congress, including the State and Local Fiscal Recovery Fund (Treasury), Coronavirus Relief Fund (Treasury), Provider Relief Fund (Health and Human Services), and COVID-19 Public Assistance Program (Homeland Security).

Mr. Hinkel will be responsible for leading the GT Team in its day-to-day operations supporting the City's team implementing, monitoring, and reporting the City's Revive Santa Ana Spending Plan. He will be available to the City, at the City's team's convenience, via email (dustin.hinkel@us.gt.com) and phone (850-545-7355).

Dustin M. Hinkel, MA

Dustin's Outstanding Qualifications for Project Manager

- COVID-19 Relief funding experience includes:
 - Project Manager - Town of Elsmere, DE, State and Local Fiscal Recovery Fund (\$5M)
 - Project Manager – New Castle County, DE, Coronavirus Relief Fund (\$322M)
 - Project Manager – Berkshire Health Systems, MA, FEMA Public Assistance (\$9M)
 - Subject Matter Expert – Multiple Healthcare Systems – Provider Relief Fund (\$640M)
- Mr. Hinkel's experience in local government includes service in the roles of County Administrator, Emergency Management Director, Assistant County Administrator, and Purchasing Director.
- Mr. Hinkel is a Subject Matter Expert in the interpretation and application of the uniform administrative guidance for federal awards

Mr. Hinkel meets or exceeds all requirements for Project Manager as stated in the SOW.

Relevant Experience

COVID-19 – Town of Elsmere, DE State and Local Fiscal Recovery Fund Management - Dustin serves as Project Manager leading engagement staff to assist the Town of Elsmere, DE manage, disburse, and document its payment from the US Treasury's State and Local Fiscal Recovery Fund. Mr. Hinkel performs research into the underlying legislation and guidance to produce eligibility determinations and justification documents on behalf of the Town. He also provides management consulting services to the Town and advises on support documentation and systems to maintain compliance with uniform administrative guidance for federal awards.

COVID-19 – New Castle County, DE Coronavirus Relief Fund Grant Management - Dustin serves as Project Manager leading engagement staff to assist New Castle County, DE manage, disburse, and document its allocation of \$322,000,000 from the US Treasury's Coronavirus Relief Fund. He manages a team of 9 testers reviewing over 336 applications received by NCC from Subrecipients. Dustin developed and implemented the tools and policies that the testers use to evaluate Subrecipient applications and supporting documentation for compliance with federal, state, and local policies and guidance. Dustin reviews internal applicable policies and procedures as well as newly created community grant programs and advises on compliance risk based on his research of the US Treasury's latest programmatic guidance and his experience managing federal and state disaster response and recovery grant programs. He continuously monitors the US Treasury for updates and clarifications to its reporting and programmatic guidance and develops position papers to inform the engagement team and the client of the impact of any observed changes. Dustin also assists NCC in the identification of costs eligible for the FEMA Public Assistance Program and leads the formulation and submission of project applications.

COVID-19 – CARES Act and FEMA Public Assistance Implementation - Dustin serves as a Subject Matter Expert and the day-to-day engagement manager directly coordinating with and serving six hospital systems located throughout the United States, St. Joseph's Regional Medical Center in New Jersey, Berkshire Health System in Massachusetts, Doylestown Hospital in Pennsylvania, BayHealth in Delaware, Calvary Hospital in New York, Rutgers Behavioral Health System in New Jersey, and Grand View Hospital in Pennsylvania. He also serves as an as-needed grants management Subject Matter Expert for service lines throughout the firm regarding state and federal grant programs created in response to COVID-19. He leverages his grant management experience to review clients' cost documentation practices and develop and implement solutions to bring those practices into compliance to receive funding from the Departments

of Health and Human Services, Homeland Security, Commerce, and other federal and state funding agencies. He monitors and researches several funding opportunities, including DHHS's Provider Relief Fund, FEMA's Public Assistance Program, Treasury's Coronavirus Relief Fund, and FCC's Telehealth Program, and develops, implements, and manages funding strategies tailored to the needs of each client to maximize funding opportunities and returns on COVID-19 related costs and minimize risk for duplication of benefits. To date, Dustin has assisted his clients in the application, receipt, and allocation of over \$200 million in funds received for the reimbursement of COVID-19 related costs.

In his engagement with Berkshire Health Systems, Dustin has led the formulation and submission of six applications to FEMA's Public Assistance Grant Program seeking reimbursement of over \$8.5 million in emergency protective measures costs related to COVID. Dustin researched and developed cost justification narratives, summarized costs, compiled supporting documentation, and serves as a point of contact for BHS for questions regarding the applications.

Florida Division of Emergency Management Region 4 Public Assistance Grants Management - Mr. Hinkel serves as a Team Lead within the FDEM Irma Public Assistance Program management engagement supervising a team of 8 grant management specialists and is responsible for the validation and management of over 85 disaster recovery projects totaling over \$100 million in state and federal grant funding. The team, under Dustin's supervision and management, analyzes and validates 100% of Subrecipient supporting documentation for compliance with state and federal policy requirements. Dustin has innovated and implemented several process improvements and workflows to standardize procedures resulting in superior quality and maximum efficiency. Mr. Hinkel is often consulted by Team leadership, FDEM, and the over 1,200 subrecipients served by the Team as a Subject Matter Expert in the areas of grant management, 2 CFR 200 compliance, and state and local government fiscal accountability processes. As the Team Lead, Mr. Hinkel is responsible for the quality and delivery of all deliverables, communication with Subrecipients, and the performance of disaster recovery project site inspections.

Taylor County, Florida Board of County Commissioners - Mr. Hinkel served the residents of Taylor County, Florida in multiple roles including as County Administrator and Emergency Management Director. As the County Administrator, Mr. Hinkel was responsible for all planning and operations of the county including providing overall supervision and leadership in the provision of critical public services to the residents and visitors of Taylor County, Florida. He reported to and coordinated with the elected board of County Commissioners to develop, implement, and monitor official policies, directives, and ordinances. Mr. Hinkel was responsible for negotiating, on behalf of the Board, all contracts and agreements with local constitutional officers, hospital executives, and state and federal agencies. He was responsible for developing for approval and implementation the county's annual operating and capital budget. As Emergency Management Director, Mr. Hinkel led the County's Emergency Response Team in its response and recovery from Hurricane Hermine, Tropical Storms Andrea and Debby, Deepwater Horizon, and several local non-federally declared emergencies. During these emergencies he built and oversaw the County's incident command system, including public information operations and state and federal agency coordination. During non-emergencies, he was responsible managing the day-to-day operations of the department including state and federal grants management and maintaining the county's all-hazards planning, training, and exercise program.

Work History

- Grant Thornton Public Sector LLC, August 2018 - present
- Disasters, Strategies, and Ideas Group, LLC, January 2017 – July 2018
- Taylor County Board of County Commissioners, December 2009 – December 2016

Education and Certifications

M.A., Natural and Technological Hazards Geography, University of South Florida
B.S.SCL, Environmental Science and Policy, University of South Florida

2.3 Staff Experience and Resumes

Grant Thornton provides a Program Accountability Office (PAO) to assist the City in managing and reporting upon recovery funds. The Program Controls and Standards and Reporting and Data Compliance teams assist the City in documenting an overall recovery framework to guide funding decisions, to identify and optimize grant opportunities, and to assess the eligibility of proposed uses. Our Federal Funding Compliance team establishes and documents foundational internal controls to enable compliance, conducting tests of internal controls on an agreed upon schedule.

Below is an organizational chart demonstrating how our team is organized to meet the City’s needs. Also included in this section is an experience matrix to concisely summarize our team’s experience with the essential duties as outlined in the RFQ and brief background information for each of our team members. As requested in the RFQ, the resumes of all professional staff, detailing their educational background and relevant experience, are supplied in Section 4.6: Attachment F.

As discussed in the October 28, 2021 interview, our team is experienced in working with public sector staff with varying experience and knowledge of federal uniform guidance requirements for the management of awards. Our approach to supporting the City’s project managers will be tailored to each manager’s experience and understanding of federal grants management processes and requirements. In all interactions, our team will prioritize education as part of our communications with project managers to enable increased efficiency in efforts for data gathering and reporting. Due to the size and ambiguity of the federal COVID-19 grants programs, each of our engagement teams have a federal Single Audit subject matter expert attached. Rachel Stushek will serve in this role and has experience developing training for public sector audiences on Uniform Guidance compliance and best practices. Upon the City’s request, this training can be delivered in a manner to allow for earning CPEs.

Figure 1: Organizational Chart

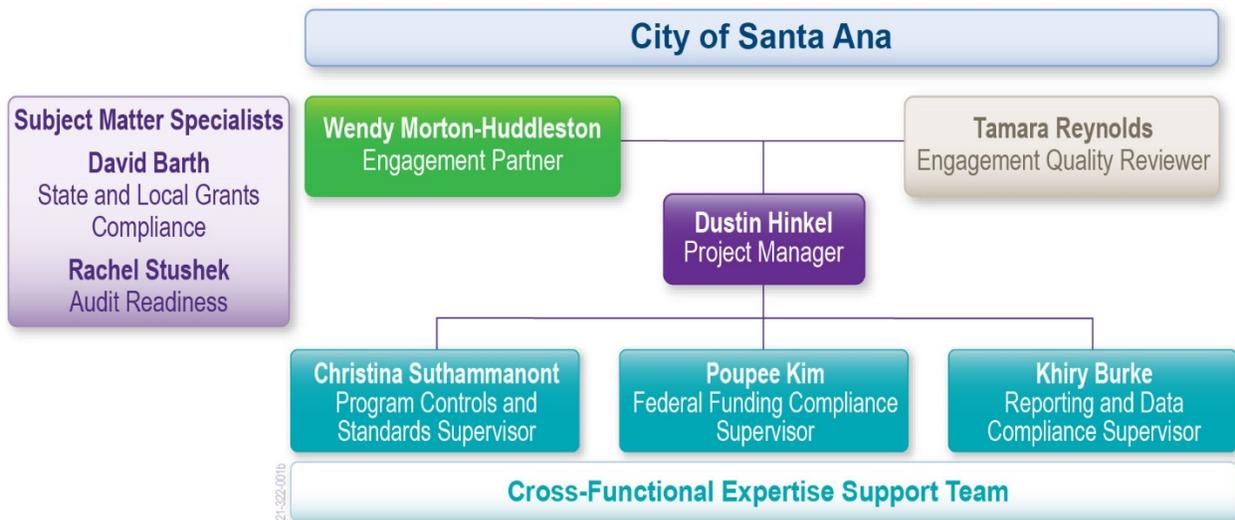


Figure 2: Grant Thornton Personnel Experience

Grant Thornton’s Team Knowledge and Comparable Experience	Verify compliance with ARPA (SLFRF) rules and guidelines.	Screen expenditures, verify eligibility, and provide recommendations.	Provide assistance with preparation of ARPA (SLFRF) compliance reports.	Assist in calculating revenue loss per ARPA (SLFRF) requirements.	Provide technical assistance regarding ARPA (SLFRF) compliance and reporting	Provide recommendations for compliance matters including but not limited to Activities Allowed, Eligibility, Procurement, and Reporting.	Provide assistance to City staff with preparation of audits.	Develop internal communication materials of Treasury guidelines related to ARPA (SLFRF) for City agencies.
Tamara Reynolds, MBA, PMP Engagement Partner	☉	☉	☉		☉	☉		
Wendy Morton-Huddleston, MBA, PMP, CGFM Engagement Quality Reviewer	☉				☉	☉		
Dustin Hinkel, MA Project Manager	☉	☉	☉	☉	☉	☉	☉	☉
Poupée Kim, CICA Federal Funding Compliance Supervisor	☉	☉		☉	☉	☉	☉	☉
Christina Suthammanont, PhD, PMP Program Controls and Standards Supervisor	☉	☉	☉		☉	☉		☉
Khiry Burke Reporting and Data Compliance Supervisor	☉	☉	☉		☉	☉		☉
Rachel Stushek Audit SME	☉				☉	☉	☉	
David Barth State and Local Grants Compliance SME	☉	☉		☉	☉	☉	☉	
Susanna Koo Cross-Functional Expertise Support	☉	☉	☉		☉	☉		☉
Eric Fey Cross-Functional Expertise Support	☉	☉	☉		☉	☉		☉
Tim Luzano Senior Compliance Specialist					☉	☉		☉

- Wendy Morton-Huddleston, Engagement Partner.** Wendy is a Risk Advisory Services Leader and Principal in Grant Thornton’s Public Sector practice. She has over twenty-five years of experience in project management, enterprise risk management, financial management, business process optimization, grants management, internal controls and strategic planning. Wendy currently serves as a senior advisor for several accounts to assess quality service delivery, methodology effectiveness and client satisfaction. Wendy is the 2020-2021 National President of the Association of Government Accountants (AGA) and an executive sponsor of the Women at Grant Thornton Business Resource Group (BRG) driving the mission of diversity, equity and inclusion.
- Tamara Reynolds, Engagement Quality Reviewer.** Tamara is Grant Thornton’s state and local practice leader. Her team provides advisory services to government entities at all levels of all types of government (e.g. public higher education institutions, state agencies, county and city governments,

and authorities). Ms. Reynolds brings 20+ years of consulting experience, including 10+ years leading risk management (including grants management) engagements.

- **Poupée Kim, Federal Funding Compliance Supervisor.** Poupée is a seasoned manager with extensive experience in providing disaster recovery, program management support and grant administration to federal, state and local governments. Her specific focus has been on Community Development Block Grant (CDBG) programs and FEMA Public Assistance funding, in the wake of Hurricanes Katrina, Rita, Ike, Irma and Michael. Ms. Kim has 15 years of quality control review, professional services and oversight consulting experience to state, local and federal government stakeholders. She is a Certified Internal Controls Auditor (CICA).
- **Dr. Christina Suthammanont, Program Controls and Standards Supervisor.** Christina is a Senior Associate in Grant Thornton's Public Sector Digital Transformation and Management practice. Combined, she has twenty years' experience in higher education, customer engagement, resource optimization, and workforce analytics. She has led numerous independent and collaborative research projects, from initial documents review and data collection through analysis, reporting, and presenting to both technical and non-technical audiences. Christina has a doctorate (PhD) in quantitative political science and holds certification as a Project Management Professional (PMP).
- **Khiry Burke, Reporting and Data Compliance Supervisor.** Khiry is a Senior Associate in Grant Thornton's Public Sector Risk Advisory and Management practice. Mr. Burke has 5+ years of experience in internal auditing, financial analysis, contracts compliance, federal grant monitoring, project database management, and support of system update/modernization. Khiry has lead teams through the Compliance Monitoring life cycle that resulted in quality deliverable submission.
- **David Barth, State & Local Grants Compliance Subject Matter Expert.** Dave will advise on all requirements of the ARPA/SLFRF award. He has over twenty years of experience with grants and financial management systems and over forty years of experience working with state governments focused on financial management solutions and advisory services. He leads multiple state and local government engagements supporting CARES Act, ARPA and FEMA disaster recovery activities. He has extensive experience with governmental business operations and is considered a subject matter expert in many fields within the firm. Prior to joining Grant Thornton, he was the Director of Budget and Finance for the New Jersey Department of Environmental Protection and was responsible for the overall financial management of the Department's operating budget, federal grant programs and debt funding.
- **Rachel Stushek, Audit Subject Matter Expert.** Rachel has over 17 years of experience providing auditing support to non-profit organizations. Ms. Stushek has approximately 4 years of experience working with Federal entities. She has experience serving under audits that were performed under Government Accountability Office (GAO) "Yellow Book" auditing standards, American Institute of Public Accountants (AICPA) auditing standards, and OMB Circular A-133/uniform guidance. Rachel leads audit and assurance engagements providing quality assurance role, risk management and serves as a consultative resource for technical questions and issues for various audits, performance audits, and examinations.
- **Susanna Koo, Cross-Functional Expertise Support.** Susanna is a Senior Associate at Grant Thornton's Public Sector Los Angeles office with over 3 years of professional management consulting experience. Ms. Koo has led projects and teams to success utilizing strategic business planning. She has a strong ability to support all business functions and prioritize tasks to execute project deliverables.
- **Eric Fey, Cross-Functional Expertise Support.** Eric is an adaptable professional applying general government experience in the public sector while located in our Sacramento office. Eric demonstrates proven talent for analyzing problems using data, developing, and simplifying procedural improvements and operations design. He has developed a particularly strong understanding of the following areas: technical report research, writing and editing, statistical Analysis, and project management.
- **Tim Luzano, Senior Compliance Specialist.** Mr. Luzano is a Manager with Grant Thornton Public Sector, LLC. He is an accomplished data management practitioner overseeing engagements

regarding data governance, data quality, and data integration. Mr. Luzano is also an accomplished finance professional with demonstrated ability performing financial analysis including, but not limited to Income Statement analysis, Budgeting, Forecasting, and Cost Planning. Mr. Luzano has extensive Public Sector experience working with Texas Department of Transportation (TxDOT), Utah Department of Transportation (UDOT), and Hawaii Department of Transportation (HDOT).

2.4 Proposer’s Experience Providing ARPA Consulting Services

Outlined in the table below, Grant Thornton lists the specific tasks in the scope of services and has compared six relevant engagements and how our team completed similar tasks. Below the table, we have provided a detailed summary of the similar services performed in relation to those requested in the RFQ scope of work.

Professional Discipline	Golden Gate Bridge District	County of Marin	New Castle County	Metrolink	Florida Division of Emergency Management	New Jersey Treasury
① Project Management and Coordination	✓	✓	✓	✓	✓	✓
② Strategy Development and Implementation	✓	✓	✓	✓	✓	
③ Internal Controls			✓		✓	✓
④ Eligibility Determination and Risk Assessment	✓	✓	✓	✓	✓	✓
⑤ Procurement Reviews		✓		✓	✓	✓
⑥ Compliance Reviews & Reporting Support	✓	✓	✓	✓	✓	✓
⑦ Audit Preparation Assistance			✓		✓	
⑧ Internal Communications	✓	✓	✓	✓	✓	
⑨ Public Sector Finance	✓	✓	✓	✓	✓	✓

Table 2: Grant Thornton's ARPA Consulting Experience

①②④⑥⑧⑨ **Golden Gate Bridge, Highway and Transportation District (April 2021 - Current)** - Grant Thornton currently provides support to manage the cost recovery and reimbursement of costs incurred as a result of the COVID-19 Pandemic. Providing expertise related to the FEMA Public Assistance (PA) process, public sector finance and grants management, as well comprehensive strategy to maximize and expedite reimbursement. Our team is responsible for assisting the District’s Finance department with documenting processes in compliance with FEMA regulations. We categorize and track costs in support of the financial reimbursement process and provide recommendations on inter-departmental charges and intra-state mutual aid requests for response activities. Sample projects include emergency operations center, personal protective equipment (PPE) and COVID-19 vaccination distribution.

①②④⑤⑥⑧⑨ **County of Marin, Department of Finance (December 2020 – Current)** - Grant Thornton currently supports the County by providing Disaster Cost Recovery Services and grants management support for FEMA’s Public Assistance program for costs incurred due to the COVID-19 pandemic. We are guiding the County through the FEMA reimbursement process by providing programmatic and hands-on support in the formulation and processing of PWs and documents for and through FEMA’s Grants Portal. This effort confirms that the costs claimed in these PWs comply with applicable local, state, and federal laws, regulations, executive orders, and FEMA regulations. Additionally, our team is responsible for recommending and assisting in the establishment of

programmatic document control, file retention system and data management process to validate that disaster records are complete and ready for audit, assisting in the identification and pursuit of additional federal and/or state grant funding to bolster recovery efforts, and issuing recommendations for improving the County's grants management processes to maximize their available federal funding. We conduct testing for cost categories such as labor, rental equipment, mutual aid and management costs.

①②③④⑤⑥⑦⑧⑨ **New Castle County** (*August 2020-present*) - Grant Thornton currently provides subrecipient monitoring and pre-audit readiness services to New Castle County related to their subawards of CARES Act funding. Our team assisted the County in formulating a strategy to verify compliance with federal policy by developing a comprehensive subrecipient monitoring policy. This policy includes issuance of subgrant agreements, as well as a comprehensive risk assessment. Grant Thornton also created a scoring matrix to tailor subrecipient monitoring using a risk-based methodology. Our team developed a software-based tool which enables the County to automate the self-assessment survey process for subrecipients. This tool saves the County time and effort by collecting and compiling data which can be entered into the risk assessment.

①②④⑤⑥⑧⑨ **Metrolink** (*June 2020-September 2020*) - Grant Thornton assisted Metrolink with CARES Act implementation and financial modeling services that enabled internal/external reporting to support audit readiness, transparency reporting, and compliance with applicable program requirements. Our professionals aided Metrolink in managing claims to recover eligible expenses and lost revenues from COVID-19 with the primary focus on recoveries from the Federal Transit Authority (FTA) and FEMA. Our team developed an easily accessible internal executive dashboard available to our client for internal reporting. The dashboard provided key performance indicators and metrics that provided information on disaster planning, preparedness, and recovery regarding CARES Act expenses eligible for reimbursement, claim assistance, and FEMA reimbursement determination of eligibility.

①②③④⑤⑥⑦⑧⑨ **State of Florida, Division of Emergency Management** (*March 2018-present*) - Grant Thornton is providing comprehensive grants management services to the State of Florida associated with their administration of FEMA's Public Assistance Programs. Our work begins with direct involvement in project worksheet (PW) approval and continues through project closeout. Our work involves reviewing PWs in Grants Portal before providing recommendations to the state to approve or return the project to FEMA for amendments. This review includes identifying documentation necessary to support claimed costs and reconciling those costs to the total eligible amount. Grant Thornton is providing 100% validation of all claimed costs consistent with Florida's contract requirement. Our work confirms that our client meets this requirement by monitoring subrecipients for compliance with applicable laws, rules, regulations, and policies, including 2 CFR 200, the FEMA Public Assistance Program and Guide (Version 4), and other sources of grants governance. Our compliance program is designed to verify expense eligibility by confirming that all claimed costs qualify as allocable, allowable, and reasonable. Grant Thornton enables our client to comply with federal laws governing pass-through entity responsibilities by managing the subaward and grant agreement process, reconciling eligible costs in their grants management system, and guiding subgrantees through validation to closeout by being a liaison between them and the State of Florida. To date we have processed over 1,800 reimbursements for 900+ projects amounting to over \$180M in eligible costs related to \$99M in federal funds.

①③④⑤⑥⑨ **New Jersey Treasury** (July 2015 – December 2021) - Grant Thornton was engaged by the NJ Department of Treasury to provide integrity monitoring of the recovery efforts of the Passaic Valley Sewerage Commission's (PVSC) \$500 million in FEMA funded recovery work and oversee the procurement and contracting compliance of 12 engineering or construction contracts with values greater than \$5 million. Grant Thornton's monitoring effort included a process review of PVSC's financial, administrative and procurement systems for compliance with FEMA requirements; compliance review of each project's procurement bid documentation; monitoring and

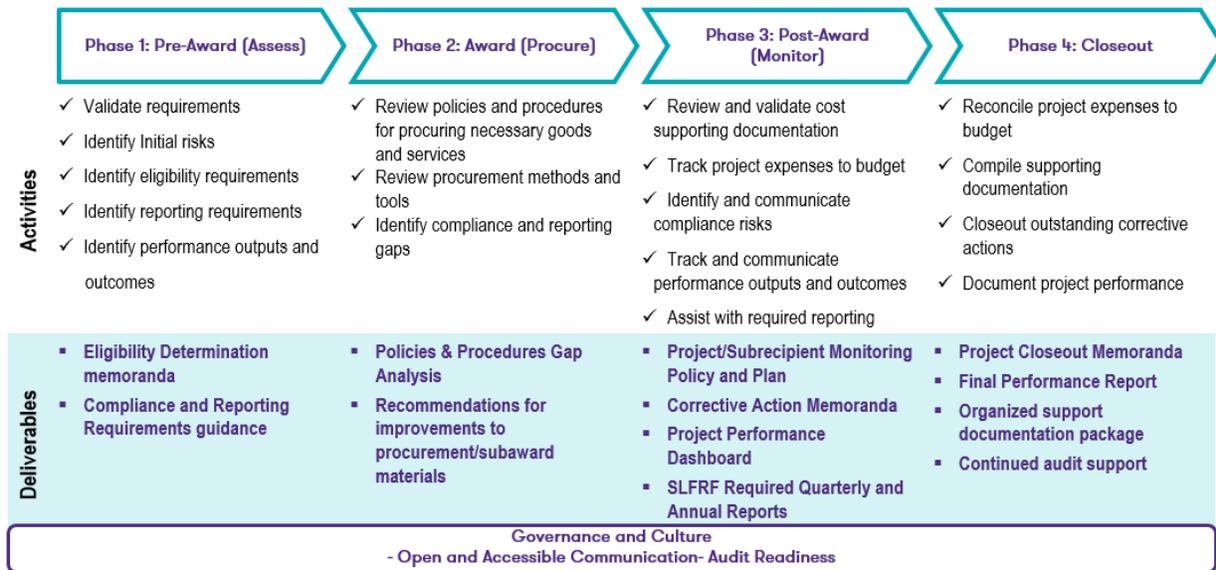
reporting of contractor schedules and deliverables, the financial auditing of contractor payments against the schedule of values, monitor labor payments for consistency with Davis-Bacon, and provide on-going support and advice to PVSC and the State Department of Treasury. Through our efforts Grant Thornton was able to identify areas of compliance risks and developed corrective actions. Grant Thornton provided specific recommendations to improve PVSC’s procurement weaknesses and help develop contract language that would be compliant with federal procurement requirements.

2.4.1 Review City developed ARPA Spending Plan detailing proposed expenditures to validate compliance with ARPA (SLFRF) rules and guidelines, including screening expenditures, verifying eligibility, and providing recommendations

Based on the revised scope of work and October 28, 2021 interview, the Grant Thornton team understands that the City will not require its vendor make eligibility determinations for the initial items referenced within the City Council’s approved spending plan. From the interview, we understand that eligibility determinations may be needed for future proposed projects.

Our team’s approach has been purposefully designed to scale with agility to meet the City’s requirements to collect and communicate the information necessary to demonstrate compliance with programmatic and federal regulatory requirements throughout the lifecycle of each unique project funded by the City’s payment from the SLFRF. As discussed in the October 28, 2021 interview, one of the first steps our team will take will be to meet with the City’s finance staff, and project managers as appropriate, to evaluate the current state of SLFRF funded projects and propose services, see Figure 2a, that best enable the City to continue to support each project’s unique compliance requirements.

Figure 2a: Team Grant Thornton’s Comprehensive Grants Management Approach



Each phase of our team’s approach is designed to contemporaneously generate the administrative documentation the City will need to demonstrate effective and compliant oversight of each SLFRF funded project throughout its lifecycle. Our team’s culture of open and accessible communication and its governance of facilitating real-time audit readiness will guide our team’s efforts in supporting the City’s project managers. Each of the City’s project managers will have access to the support they need through an assigned point-of-contact from Team Grant Thornton as well as the ability to contact Team Grant Thornton’s Project Manager directly when needed. Our team will enable audit readiness by recognizing the phase in which each SLFRF funded project resides and begin working with the project managers to extract the data and information needed to produce the compliance deliverables depicted in the

approach. With our team supporting the City's administrative needs in the background, this approach allows the City's project managers to focus directly on the overall performance of the project. As discussed in the October 28, 2021 interview, if a project already has an eligibility determination, then our team will accelerate past Phase 1 of our approach to assess the project for opportunities to support in the administrative data and information collecting and communicating necessary to emerge from Phases 2 or 3.

For future projects, the Grant Thornton Team is prepared to support the administrative needs of the City's project managers by seamlessly integrating into the project through open and accessible communication to extract the critical administrative data and information needed to demonstrate the project's compliance with programmatic and federal regulatory requirements with as little interruption as possible to the progress of the project itself or the overall operations of the project manager's department. By following the activities listed for each phase our team will develop and compile the documentation necessary to tell the project's compliance story in real time. By focusing on communication and audit readiness our approach is scalable and flexible to provide the city with only the services it needs. Our approach will include the following phases.

- **Phase 1: Pre-Award (Assess).** In this phase our team will assess a project for its eligibility according to programmatic policies and guidance. Our team will commit to the foundation for the successful implementation of the project by vetting it through our eligibility determination process. Our team will work with the city to identify, analyze, and communicate the necessary information needed to demonstrate the project's eligibility through the Treasury's eligibility framework and tests. Our determinations will go further to also discuss and educate on the project's anticipated reporting and uniform guidance compliance requirements.
- **Phase 2: Award (Procure).** Once a project has been determined, and properly justified, as eligible, our team will engage in assisting the city with documenting the procurement the critical goods and services needed to implement the project. Activities in this phase include the performance of policies and procedures reviews to identify gaps in adherence to compliance requirements and recommendations to mitigate risks for non-compliance. During this phase our team will enable the City to demonstrate compliance through the compilation of procurement and labor activity documents, documentation of procurement decisions in alignment with compliance best practices, and documentation of risk mitigation employed to bring practices into compliance.
- **Phase 3: Post-Award (Monitor).** Demonstrating oversight of a project is a critical step in the process of communicating compliance to the federal government's uniform guidance for grant awards. Whether the project calls for the oversight of subrecipients, vendors, or force account labor staff and equipment, our team will assist the City in developing and executing monitoring plans designed to extract data and information necessary to meet reporting and compliance obligations. Our team will develop communications strategies and data capturing tools to meet the unique needs of the project and capabilities of the project managers.
- **Phase 4: Closeout.** In our experience, the best time to focus on audit readiness is when all the decisions that made a project successful are still fresh in the team's mind. Our closeout phase is designed to be the final stop of the project's lifecycle wherein not only are expenditures reconciled to the project's budgets and progress reports, but the various procurement and programmatic decisions are revisited to enable an opportunity to completely align those decisions to programmatic requirements and guidance. Our team will reconcile all project expenditures to demonstrate consistency with the amounts reported by the city in quarterly and annual reports. Our team will also compile all determinations, justifications, procurement and oversight documents, and other support documents into one organized package ready for review by outside auditors.

In implementing this approach to assist the city in its management of the disbursement of its payments from ARPA, our team will be supported by our Public Audit Subject Matter Expert, Rachel Stushek. Rachel has over 17 years of experience providing auditing support to non-profit organizations and 4 years of experience working with Federal entities. She has experience serving under audits that were

performed under Government Accountability Office (GAO) “Yellow Book” auditing standards, American Institute of Public Accountants (AICPA) auditing standards, and OMB Circular A-133/uniform guidance. Rachel will be available to the GT Team and the City’s team to provide insight and guidance on the compliance risk for decisions ranging from procurement of services, management of subawards (contractors or subrecipients), cost reasonableness standards, and documentation compliance.

The Grant Thornton’s team expertise and experience in providing guidance on grant compliance is critical to the City’s smooth implementation and management of ARPA (SLFRF) funds. Grant Thornton collaborates with City stakeholders to understand the goals and objectives of the Revive Santa Ana Spending Plan’s (Plan) expenditure categories and confirm the alignment of those goals and objectives of ARPA SLFRF. Our team conducts a review of the Plan’s proposed programs, services, and infrastructure projects for their eligibility as ARPA-funded projects. We have provided similar or identical eligibility reviews and compliance validation services for several entities seeking to maximize their CARES Act Coronavirus Relief Funds (CRF) and funding criteria of other federal agencies and non-government entities. For example, we currently support New Castle County, Delaware government in screening nearly 2,000 proposed teacher projects, which were to be processed through a vendor contractor, for their eligibility per CRF requirements as outlined in U.S. Treasury guidance and Frequently Asked Questions (FAQs). Subsequent reviews were performed on the specific items proposed within each project for their eligibility. Where appropriate, Grant Thornton diligently worked with our client to document the logic for accepting materials based on inferences drawn from Treasury guidance for items that may not have been explicitly referenced as examples of eligible costs. Thus, we are able to help our client maximize their use of CRF while maintaining eligibility and compliance requirements.

In addition to the teachers’ program, additional eligibility and compliance reviews and recommendations are provided for this client’s paid administrative leave expenditures. The transfer of CRF from the County to multiple state programs include many that are comparable to the programs in the Revive Santa Ana Spending Plan (e.g., business assistance, child daycare, adult technical training program), and fire and municipality costs.

Other clients for whom we have conducted expenditure eligibility reviews include:

- **Berkshire Health Systems, Inc. (April 2020-present)** - Grant Thornton is providing a COVID-19 eligibility and strategy program to Berkshire Health Systems by identifying where additional eligibility and/or separate claims are appropriate given the services and/or organizational ownership and structure of these organizations. Our role includes providing Berkshire Health tailored project activities, phasing recommendations, and outlined activities and work streams.
- **State of Florida, Division of Emergency Management (March 2018-present)** – Grant Thornton is providing comprehensive grants management services to the State of Florida associated with their administration of FEMA’s Public Assistance Programs. Our work involves reviewing Project Worksheets in Grants Portal before providing recommendations to the state to approve or return to FEMA for amendments. This review includes identifying documentation necessary to support claimed costs and reconciling those costs to the total eligible amount. With a 100% validation requirement, we reaffirm that our client meets this requirement by auditing subrecipients for compliance with applicable laws, rules, regulations, and policies, including 2 CFR 200, the FEMA Public Assistance Program and Guide (Version 4), and other sources of grants governance. Our compliance program is designed to verify expense eligibility by confirming that all claimed costs qualify as allocable, allowable, and reasonable. Grant Thornton enables our client to comply with federal laws governing pass-through entity responsibilities by managing the subaward and grant agreement process, reconciling eligible costs in their grants management system, and guiding subgrantees through validation to closeout by being a liaison between them and the State of Florida.
- **State of Texas, Division of Emergency Management (TDEM) (October 2011-June 2018)** – Grant Thornton provided support for program management of FEMA subgrants to local governments in Texas impacted by the presidentially declared flooding disasters in 2015 and 2016. Our work involved review and approval, on behalf of local governments (FEMA

Subrecipients), the scope and funding allocations provided by FEMA, managing the execution of subgrant agreements with the local governments; providing project oversight and quarterly reporting to TDEM and FEMA; reviewing compliance with FEMA program requirements; and providing reimbursement recommendations to TDEM based on authorized expenditures and compliance with procurement processes.

2.4.2 Provide assistance with preparation of ARPA (SLFRF) compliance reports

As discussed in the October 28, 2021 interview, the City will have access to Grant Thornton’s complete data analytics team to receive feedback on the City’s dashboard. Grant Thornton has deep experience in



Figure 3. Example of Executive Dashboard

both internal and public facing dashboards for public sector clients throughout the country. Grant Thornton takes a unique approach to developing dashboards by taking a collaborative and business focused approach. Our team will meet with senior leadership to thoroughly understand the City’s goals and objectives and develop meaningful Key Performance Indicators (KPIs) related to the City’s Performance Management Initiatives. Our data and analytics team leverage a hierarchical, drill-down approach to building

dashboards. We have experience building executive summary dashboards that provide senior leadership with a one-stop, at a glance view to see total ARPA funds, where the funds are being distributed, and to which agency. An example dashboard we have developed for other clients is shown in Figure 3.

We also have the ability to develop dashboards at the Performance Management Initiative level. Typically, these initiatives are tied to the State’s Strategic Plan (e.g., Broadband, Economic Development, and Sustainability). We have experience collaborating with the Program Managers to develop high level KPIs to monitor stimulus funding activity. We have integrated dynamic drill down capabilities which allows the users to research various metrics such total obligations, budget requested, funding approved, and amount disbursed.

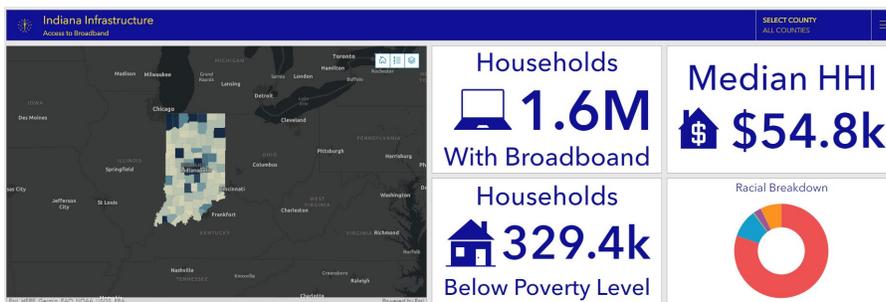


Figure 2b. Example of Broadband Equity Dashboard

Grant Thornton also has the capability to take geospatial approach to our grant management analytics. This approach takes Grant Management reporting to the next level by transforming static, tabular data into visually appealing maps letting the users clearly identify where their projects are located. Our maps are integrated into

interactive dashboards that allows the users to drill down and analyze data by boundaries such as congressional districts, zip codes, and census tracts. Additionally, we apply layers to the map to transform data into information that allows the users to generate actionable insights. Examples of applicable layers include COVID case counts and racial/demographic data to show equitable distribution of ARPA funds.

Grant Thornton’s Data Analytics team is comprised with experienced and highly educated data scientists and analysts with a specific skill set for storytelling with data and has developed various business intelligence and data visualization dashboards for state and local government agencies. Additionally, our

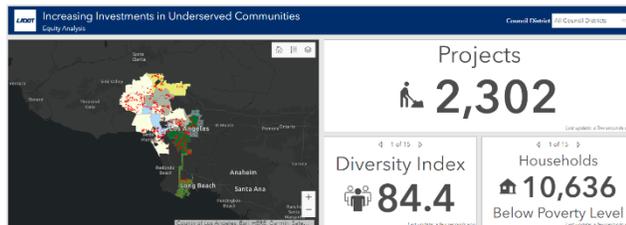
analytics team has web development skills with a deep understanding of web user experience and data integration. After our analytics team develops the various reports and dashboards, we can provide technical assistance with the aesthetics, user experience, functionality, and embedding of reports and dashboards into the City’s website.

In the event the City were to implement a comprehensive website with applicable communication strategy, Grant Thornton leverages Esri’s Hub site which is a platform that allows for low code/no code web development. Esri Hub sites are particularly useful for internal and external communication and engagement with stakeholders. Our approach to building comprehensive websites focuses on displaying the central theme (e.g., Grants Management) on the home page. We have experience building sub-pages that correspond to the City’s strategies or initiatives (e.g., Broadband, Sustainability, Economic Development) and embed dynamic, interactive, and engaging content such as dashboards as well as links to videos for educational webinars.

As a recipient of a payment from the SLFRF with a population exceeding 250,000 residents, the City is required to comply with the SLFRF’s most frequent and detailed reporting requirements. The City is required to submit quarterly Project and Expenditure Reports and an annual Recovery Plan and Performance Report. Grant Thornton has the expertise and tools to assist the City in maintaining compliance with the SLFRF’s reporting requirements and elevate the quality of these reports to help the City use the reports to progress its communications goals. For example, we have assisted clients throughout the country complete and submit required reports to many federal funding agencies, including the completion of over 200 quarterly reports on behalf of the subrecipients of the state of Florida’s administration of over \$200 million of federal pass-through grants from FEMA’s Public Assistance Program. Our team will optimize the City’s efforts to develop and communicate its progress toward its recovery goals by infusing our tools and methods to assist in critical areas for information gathering and synthesis, including community engagement, data analysis, and performance measurement.

Community Engagement. One way of promoting transparency is through community engagement. The flow of information must be a two-way street. We can develop Esri Hub pages that allow public facing information via interactive dashboards that can provide user specific (e.g., demographic, geographic, socioeconomic) data to various initiatives such as Emergency Rental Assistance, Economic Development, Health and Safety, and Sustainability.

Data Analysis. Grant Thornton can provide the City with expertise on how to effectively analyze and convey a story from an equity perspective with data. Our team of highly trained analysts not only have the technical skills for analysis (e.g., ETL, Business Intelligence, and Data Visualization), we also have the skills to translate technical terms into relatable messages that foster comprehension.



Develop Insights. Additionally, our team of data scientists can take the analysis to the next level to develop insights from predictive and prescriptive models and algorithms to support data-driven decision making. An applicable use case can be applied to housing assistance by leveraging demographic, socio-economic, and geographic data and applying algorithms to determine who best would benefit from receiving funds, based on data and statistics.



Performance Management. The key to success is monitoring progress. Grant Thornton has helped numerous State and Local agencies develop benchmarks and Key Performance Indicators (KPIs) regarding their Performance Management initiatives. Performance Management is especially crucial with Equity. A main component regarding Equity and Performance Management consists of a composite equity index score derived from

separate initiative equity index scores. The crux of many state and local agencies revolves around optimizing funds. Grant Thornton's analytics team would apply an optimization model to maximize equity indices by the proper allocation of funds. Bringing equity full circle, our Performance Management initiatives tie directly back to community engagement to demonstrate progress and transparency.

2.4.3 Assist in calculating revenue loss per ARPA (SLFRF) requirements

As discussed in the October 28, 2021 interview, the Grant Thornton Team understands, and acknowledges, that the City does not require assistance with the calculation of revenue loss per ARPA (SLFRF) requirements and methods. To demonstrate our understanding, we have made the following updates to our technical approach regarding this subject.

2.4.4 Provide technical assistance to City staff regarding ARPA (SLFRF) compliance and reporting requirements, including, but not limited to, recommendations for activities allowed, eligibility, procurement, and reporting

As discussed in Section 2.4.1, our approach will be tailored to identify and implement the unique compliance strategies needed for each project funded by the City's payment from the SLFRF and tasked to the Grant Thornton Team. Each member of our team has experience working with varying levels of knowledge and experience with the federal government's uniform guidance for grant awards. Our team will collaborate closely with each project manager to develop a communications strategy that makes sense for their understanding of guidance and compliance principles as well as the meeting within the project's timeline. Our team includes many former state and local government officials, who understand the pressures that project managers are under and will focus on adding value by viewing every interaction with a project manager as an opportunity to not only provide an administrative service, but to educate the project manager on the necessity of the administrative actions that need to be taken. This focus on education is deliberate. As a project manager's understanding of the program guidance and federal compliance requirements increases, the efficiency of our team's ability to extract and communicate information necessary to report and demonstrate compliance also increases. As discussed in the October 28, 2021 interview, our team has the capability of organizing and delivering more formal technical assistance training that has been accredited for CPE credits.

The City's overarching goals for its administration of ARPA (SLFRF) funding seeks to maximize grant performance, outcomes, and impacts while reducing financial, audit, and compliance risk. Maximizing grant performance involves proactive technical assistance capable of identifying eligible costs to fully use available grant funding, matching eligible costs to multiple grant programs, and justifying that grant funding is used to accomplish for the purpose it was intended. Reducing risk to the City involves systematically and methodically assessing and monitoring the use of grant funding. To accomplish this, we draw from approaches which have proven effective on similar engagements. We tailor these approaches to the City to address needs or issues most efficiently as they arise. We provide support to the City with management, oversight, compliance, reporting responsibilities, and any additional services as outlined in the scope of work. Within our approach, we propose to work collaboratively with the City to assist in achieving and maintaining short and long-term goals that are consistent with the City's Revive Santa Ana Spending Plan utilizing the SLFRF award by establishing internal controls related to the federal funding programs.

In Florida, Grant Thornton has worked with 135 subrecipients of FEMA funding managing their Hurricane Irma recovery. This work involves the review of claimed costs for eligibility, confirmation that the work was properly procured and the subrecipient provide the necessary financial reporting documentation.

We routinely develop and refine our skills by providing and attending the latest training and professional development events. We have partnered with the National Academy of Public Administration (NAPA) to host quarterly Grants Management Symposiums across government since 2018 to discuss emerging trends, challenges and the impact of key legislation. Through the National Grants Management Association (NGMA), we have trained hundreds of grant management professionals at federal, state and local government including the use of integrity monitors to improve compliance and reduce risk for grantees. Our professionals are thought leaders in the industry, often publishing articles on grants management trends and best practices. Several of our professionals serve in local chapters and national level executive committees of organizations such as the Association of Government Accountants (AGA) and the Institute of Internal Auditors. Grant Thornton is also a National Emergency Management Association (NEMA) corporate partner which allows our employees to attend the annual conference and have access to both state and local emergency management directors and industry professionals. As mentioned, we will leverage our expertise to support the CITY in overseeing the SLFRF award.

Grant Thornton's COVID-19 community of practice has been operating since the first declaration of the national public health emergency. Our team provides our clients, on a weekly basis, with regular updates on the activities of all federal and state agencies, in which we are engaged, managing and impacting COVID-19 relief funding opportunities. This global approach provides our clients with the critical information they need from their particular federal and state agencies, but also provides them insights into how other states and federal agencies have interpreted and mitigated compliance issues.

Grant Thornton has a dedicated community of practice of COVID-19 and ARPA team that conducts regular legislative analysis, reviews program guidance, and monitors other federal funding developments. The team scans government websites, publications, and news outlets daily to understand and interpret on-going developments. We have established a group of management professionals from across the firm (industries and business lines) to form a COVID-19 cohort which meets twice weekly to discuss the evolving COVID-19

recovery, review the state and local government financial support landscape, and collaborate on the development of tools and solutions to assist our clients' needs. These policy level meetings provide our team with real-time insight into Congressional actions and federal agency developments that we share with our clients to shape their COVID-19 funding strategies.

The Grant Thornton Team's general approach to providing technical support to the City in the development and monitoring of community recovery projects and submission of reports required by the SLFRFs to leverage our team's collective knowledge, skills, and abilities to build upon the City's tools and systems for data collection to create a standardized, repeatable process for efficient data sharing and report development. Since 2011, Grant Thornton has been providing technical assistance focused on demonstrating compliance with federal fiscal management and procurement requirements for clients like the states of Texas and Florida Divisions of Emergency Management, Passaic Valley Sewerage Commission, the Golden Gate Bridge, Highway and Transportation District, and Marin County, California. With each engagement our teams have robust testing and validation procedures that build upon lessons learned. To facilitate the successful deployment of our approach, our team will employ the latest version of process automation and data analytics tools and methods developed by our Intelligent Automation Service Center (IASC). IASC operates as a centralized innovation delivery catalyst, providing solutions that both the firm and our customers can leverage to improve efficiencies.

Areas of focus include working with new platforms that provide true orchestration of systems and processes (i.e., Catalytic), automating routine tasks, optimizing employee efforts, and reducing errors. For example, when working with an alumni customer, Grant Thornton used Catalytic to extract transactions from a parent ERP application, and parse to local ledgers, in support of required financial reporting. Automation solutions and tools, developed by IASC, that our team will employ to assist the City in meeting its data collection, analysis, and reporting requirements include:

- **Invoice Processing** – Created invoice matching processes in various systems to reduce manual efforts in Accounts Payable, speeding up the invoice process and creating time for resources to act on more strategic projects. Leveraged both RPA and OCR.

- **Inventory Price Testing** – Streamlined the Inventory Price Testing process to enable teams to spend less time on manual data manipulation and more time analyzing results.
- **Tableau Dashboard for Financial Data** – Combined spending and budget data from multiple sources, which require regular cleansing and refreshes. Developed a web browser automation tool in Python that automates the collection of financial data, performs web-scraping in support of reconciliation, and collects additional data, reducing reconciliation from 2 hours to 15 minutes.
- **Optical Character Recognition (OCR)** - convert written or typed documents into data
- **Robotic Process Automation** – replicate the actions of a human interacting with a screen to automate repetitive, back-office processes
- **Equity impact tracking and mapping** – Grant Thornton has developed its own method to measure and visualize the impact of projects towards progressing a client's goals for promoting growth of equity and diversity. Grant Thornton's algorithm can be deployed proactively to objectively estimate the equitable impact of a project via change in in the area's equity index score.

In our engagement with the **Department of Health and Human Services (HHS), Centers for Medicare & Medicaid Services (CMS) (2014-2018) - CMS, Office of Financial Management**, Grant Thornton conducted an internal control assessment of CMS Central Office, Regional Offices, Medicare Contractors, Data Centers (including twenty financial applications), and Shared System Maintainers. As part of this assessment Grant Thornton designed and tested approximately 75 controls in the CMS's Marketplace cycle in such areas as 1) Eligibility and enrollment of individuals; 2) Vendor Management (review and approval of issuer payee groups for payment); 3) Payment approval of APTCs and advance CSRs, and collection of FFM user fees; 4) Reconciliation of CSR and APTC payments; and 5) Oversight of reinsurance, risk adjustment and risk corridors (premium stabilization programs). These assessments were a critical step in communicating current status to CMS's stakeholders, particularly the IRS who holds the subsidy appropriation (APTC and CSR) for Marketplace.

The Grant Thornton Team will coordinate closely with the City's Project Manager, and associated staff, to select, customize, and scale our solutions and tools to best integrate with the City's financial systems to efficiently extract, analyze, and synthesize the data and information needed to assist the City in mitigating programmatic or compliance risks and completing ARPA reports.

2.4.5 Provide assistance to City staff with preparation of audits

As discussed in Section 2.4.1, audit readiness is a governance theme that drives all four phases of our team's approach to comprehensive grants management. Throughout each phase of the project's lifecycle our team will create the documentation necessary to demonstrate compliance with the latest SLFRF guidance and federal uniform guidance requirements. Our team will work diligently throughout the first three phases of our approach to not only collect necessary data for reporting eligible expenditures, but will also create documents to contemporaneously memorialize critical procurement and methodological decisions and practices to align those actions to the existing compliance and programmatic guidance requirements. At the closeout phase of a project, our team will compile all supporting documents, determinations, and reports into one comprehensive and organized package to facilitate efficient reviews by programmatic and outside auditors. The closeout phase of each project will be guided by our Public Audit Subject Matter Expert, Rachel Stushek, to enable our team the opportunity to create comprehensive support documentation packages and reports to demonstrate full compliance with federal uniform guidance principles.

Grant Thornton will assist the City of Santa Ana in responding to questions from their independent single auditor specific to compliance matters and determination on eligibility, procurement methods, and ARPA reporting and will also support the City departments to prepare responses to audit findings. Grant Thornton's audit specialists work in tandem with our Public Sector Risk Advisory team to remain abreast of relevant policy changes in real-time, thereby enhancing the audit support we provide. Combining audit expertise with our compliance approach provides an audit preparation strategy which is uniquely well suited to the City of Santa Ana's needs.

Our approach to regulatory compliance advisory combines data-driven financial analytics support with a robust documentation management strategy. Grant Thornton's compliance team leverages expertise in uniform guidance and ARPA regulation to develop project-specific cost validation worksheets. Consultants work directly with City staff to collect and archive supporting documentation in preparation for single audit. Grant Thornton specialists will thoroughly analyze project documentation to determine cost eligibility and compliance under federal guidelines and advise the City on potential non-compliance risk if identified. Further, our staff will produce workpapers, support packages, and policy positions supporting eligibility determinations in preparation for single audit.

In New Castle County, Grant Thornton works with both the County's CFO and Internal Auditor respond to questions that arise from their outside single audit firm on the County's spending of its \$322 million in CRF monies. We have helped respond to preliminary finding on the County's FY 20 Single Audit before it was finalized and published.

Grant Thornton specialists will also support the City in completing reporting requirements mandated under ARPA and uniform guidance. Our staff is versed in Treasury reporting regulations and will work directly with City officials to produce any required reporting, including Interim, Project and Expenditure, and Recovery Plan Performance reports. Grant Thornton's financial analysis and support packages play an integral role in fulfilling reporting requirements, aiding City staff in confirming eligibility figures and providing performance reporting.

Finally, our team will aid in responding to any potential audit findings arising from single audit inquiry. Throughout the duration of project performance Grant Thornton will build comprehensive eligibility documents informed by expert knowledge of audit proceedings and regulatory requirements. We will use our evidentiary backlog to aid the City in demonstrating compliance and rationale behind eligibility determinations. Our staff will aide in stakeholder management, policy development, and compliance advisory in real time while navigating the audit process.

Our team has significant experience providing regulatory compliance advisory in preparation for audit to public sector stakeholders. Our work with New Castle County in Delaware highlights our recent experiences validating cost claims in dynamic and emerging regulatory environments. We helped the County navigate federal funding streams provided under the CARES act using many of the strategies described above, and helped the county manage major procurement programs involving numerous stakeholders. Our work with the State of Florida and the State of Texas also demonstrates our strengths in preparing cost validations for federal dollars under demanding timelines. We helped these major entities track, manage, and validate millions in federal funding involving hundreds of stakeholders.

Grant Thornton is prepared to provide our compliance advisory services for the City of Santa Ana as you manage ARPA funding across your departmental programs. We have the experience, strategy, and expertise to aid the City as it navigates funding in this complex regulatory environment. Our team has served many of the nation's largest and most complex State and Local stakeholders, and we will provide your City with the same quality of support throughout the duration of your funding streams.

2.4.6 Develop internal communication materials including but not limited to emails, PowerPoint, and memorandums to facilitate awareness regarding both City and Department of Treasury guidelines related to the use of ARPA (SLFRF) funds

As identified in the City's revised scope of work, the Grant Thornton team will be available to meet with City Finance and City Project Managers on timescales that make sense for each individual's capacity and capability and at least quarterly. The City's finance staff and project managers will have instant access to the latest developments in the SLFRF guidance and requirements as well as instant access to on-demand technical assistance services through their assigned Team Grant Thornton point-of-contact and the Team Grant Thornton Project Manager. As a communications cadence is established, our team will work diligently to maximize the time spent with the City's finance staff and project managers with prepared agendas to extract data and information necessary for reporting and compliance documentation, address and research issues as they arise, and communicate the latest developments with the SLFRF.

The goal of communications is for all stakeholders involved in and affected by the project to receive and understand the information they need. With this goal in mind, Grant Thornton tailors its communication to two main groups: our internal team, and our client. Communication tactics specific to each group are described below.

Internal Team: Grant Thornton recognizes the importance of communication in accomplishing accurate, complete, and efficient service delivery. We have implemented horizontal and vertical team communication channels to allow information to flow freely throughout all levels and sub-teams. Our Supervisors perform daily standup calls with their sub-teams to discuss the work accomplished, work planned for the day ahead, and any barriers or challenges to be addressed. Supervisors leverage the information gathered in these standups to gauge risks and issues and escalate them to management as needed. Our entire ARPA funds management team also participates in weekly touchpoints that include any big picture updates, policy and procedure changes, and training opportunities.

Our Client: At Grant Thornton, we pride ourselves on prioritizing and being responsive to client needs. An important component of our responsiveness is communicating early and often with our client. Our ARPA funds management team will establish regular client checkpoints to confirm mutual understanding of needs and expectations. Client checkpoints include weekly status meetings, and ad hoc meetings. We will also communicate frequently via email, phone, and within provided platforms to provide the City of Santa Ana with access to all the knowledge we've gathered throughout our interactions with Federal and State agencies, including communications, best practices and compliance playbooks that have been tested against regulatory frameworks such as 2.CFR.200. These resources are constantly updated by our Subject Matter Experts who are supported by dedicated policy analysts.

At Metrolink Grant Thornton developed web-based dashboard to report the transit authority's COVID-19 (FTA and FEMA) spending for both internal executive staff and well as a public communication.

2.5 Data Requirements from City

According to the City's response to Question #14 of *Addendum 2: Q&A*, the City would like to know what types of data/information will be required from the City's staff to complete the project. While responding to and recovering from the COVID-19 public health emergency is understandably a high priority for the City, as experienced managers of grants related to crisis response and recovery, we are sensitive to the fact that the City's staff have many other high priorities and demands for their attention that may not be related to the projects contained within the City's Revive Santa Ana Spending Plan. Our team's focus in providing these services to the City will be to act as a partner and stakeholder in the City's recovery and share in the responsibility of its administration. As partners in the City's response and recovery we will do our share, and play our part, so that the City's staff can focus on other high priorities with confidence that the project's that the City has identified as critical to the City's response and recovery from COVID-19 will not be delayed. This process will begin in the General Planning and Reporting Meeting as detailed in the RFQ. In this meeting our team will obtain the information it needs to understand the City's operations and clearly define the responsibilities and expectations of Team Grant Thornton. Promptly after this meeting our team will tailor its requests for information and data to specifically achieve the tasks and responsibilities that were assigned. Generally, to properly assess projects and expenditures for compliance with ARPA guidance and federal uniform administrative requirements we anticipate that some of the information and data that our team will request will include:

- Policies and procedures related to procurement, contracting, human resources, and employee compensation
- Budgetary data including general ledgers, previous audits, and general revenue collections
- Procurement and use of funds information including invoices, purchase orders, and contracts

In its response to Questions #1 and #11 of *Addendum 2: Q&A*, the City indicated that the it is tracking ARPA and other COVID-19 relief funding using the City's Lawson Infor financial accounting system. Grant Thornton is a strategic implementation partner for Infor and maintains a strategic practice within GT to

work side by side with clients - to help them meet changing business objectives, gain operational efficiencies, improve performance, and transform data into action. When needed our team will tap into this deep pool of knowledge and expertise to improve the efficiency of our team's data extraction and requests and support our team's understanding and utility of the data and reports produced by the City.

2.6 Limits on Liability

Grant Thornton's requested limitation of liability language is included in our redline.

2.7 Warrant of Errors and Omissions Insurance

Grant Thornton agrees that the firm maintains a prudent amount of errors and omissions insurance that covers negligent acts and is applicable to the work requested in the RFQ.

2.8 Authorized Signer

As a Principal, Graeme Finley is authorized to contractually bind the firm.

2.9 Pending Legal Actions and Litigations

In the normal course of Grant Thornton LLP's and its wholly-owned subsidiary Grant Thornton Public Sector LLC's business as a national accounting firm and government contractor (collectively "Grant Thornton"), Grant Thornton may be made a party to litigation alleging various common law and statutory violations. While Grant Thornton expects to resolve all pending matters without any material detrimental impact to the firm, like most accounting firms of any size, Grant Thornton does not disclose or discuss its litigation. Litigation is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

3.0 Cost Proposal

Not to Exceed Price: Grant Thornton is pleased to present this Not to Exceed Best and Final Offer (BAFO) estimate of \$181,300.00.

Grant Thornton's revised estimate is devised on a Time & Material basis as discussed during the orals interview on October 28, 2021 and the revised scope of services provided by the City on October 26, 2021.

Specifically, the revised scope of services reflects the following changes:

- Eliminated the initial Review of ARPA Spending Plan's proposed expenditures (Task 1) and will only provide the reviews on an "on-going" forward basis;
- Eliminated Revenue Loss Calculations (Task 3);
- Clarified the anticipated working directly with City program managers (Task 5)
- Included the review of the City's ARPA Reporting Dashboard (Task 6);

Accordingly, based on our understanding of the revised scope of services we are estimating the required level of effort to the first six months to be allocated as follows:

	Hours
Task 1	125
Task 2	125
Task 4	825
Task 5	50
Task 6	125

Our Time & Materials based hours will be billed based on the below hourly rates for the selected staffing assigned to assist the City.

Grant Thornton will hold the below proposed hourly rates constant throughout the six month term on all extensions thru December 1, 2023 at which time a three percent escalation will be assessed to the rates thru December 1, 2025.

Staffing Positions	Hourly Rates
Project Executive - Partner	\$275.00
Project Manager	\$175.00
Subject Matter Expert	\$225.00
Senior Compliance Specialist	\$170.00
Senior Associate	\$140.00
Associate	\$115.00

Pricing Assumptions

Grant Thornton's estimated level of effort is based on our understanding of the project scope and does not include broader CARES Act or ARPA funding beyond the State and Local Fiscal Recovery Fund (SLFRF) or new stimulus related activities as may be anticipated to be expanded or extended through Congressional action.

The above pricing does not include any required travel. If travel is required, it will be billed at cost without markup and will be compliant with established GSA rates. The primary place of performance will be virtual due to COVID-19 pandemic public health and safety precautions.

4.0 Certifications

4.1 Attachment A: References



CITY OF SANTA ANA

ATTACHMENT A

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. 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.

Customer Name: New Castle County, Delaware	Contact Individual: Michael Smith, Esq. Chief Fiscal Officer
Address: 87 Reads Way New Castle, DE 19720	Phone Number & E-mail: 302-395-5170 Michael.Smith@newcastlede.gov
Contract Amount: \$2,250,000	Contract Period: September 2020 – April 2022
<p>Description of supplies, equipment, or services provided:</p> <p>New Castle County, Delaware, received \$322 million directly from the U.S. Treasury through the Coronavirus Relief Fund (CRF) as part of the CARES Act. The County was faced with the burden of administering these funds by creating new grant programs, monitoring subrecipients for compliance, and documenting their rationale for the funding decisions they made.</p> <p>Grant Thornton initially developed a comprehensive guide to the administration of stimulus funding and continues to provide regulatory guidance to the County’s Chief Fiscal Officer and County Executive. Our work includes the following key activities:</p> <ul style="list-style-type: none"> • Development of risk-based subgrantee monitoring procedures in-line with 2 CFR 200 requirements and implemented a financial documentation testing program to recommend payment to twenty-one volunteer firefighting companies and eleven municipalities within the County. • Evaluation of grant program eligibility for private business funding, remote educational assistance, non-congregate sheltering of homeless populations, 	

- Developed a Policy and Procedures manual which serves to justify and support charging internal county costs, such as substantially dedicated force account labor and certain administrative leave expenses;
- Work with the County's Internal Auditor to address Single Audit findings and questions of compliance issues; and
- Provide Monthly Reporting to the County's CARES Act Audit and Compliance Task Force Committee and Weekly Reporting to the County's Chief Fiscal Officer.

Customer Name: Marin County, California	Contact Individual: Lisa DeCarlo Division Chief – Fiscal Administrative Services
Address: 3501 Civic Center Dr. Ste. 225 San Rafael, CA 94903	Phone Number & E-mail: 515-473-5660 ldecarlo@marincounty.org
Contract Amount: \$1,121,000	Contract Period: December 2020 – June 2022
Description of supplies, equipment, or services provided: Grant Thornton is providing disaster recovery and emergency management services to Marin County as part of their response to the COVID-19 pandemic. Marin County has spent more than \$25 million in FEMA eligible cost. Grant Thornton's services include the following:	
<ul style="list-style-type: none"> • Assist in navigating the FEMA Public Assistance (PA) grants process which includes project management, eligibility determinations, cost validation, and regulatory updates; • Providing subject matter expertise and coordination between FEMA, CalOES, and the County in the management of its various COVID-19 funding sources; • Manage the County's project worksheet development and submission through FEMA's Grants Portal for COVID related activities. The scope of COVID related activities includes food distribution, non-congregate sheltering, mobile testing, vaccinations distribution, alternate care sites, and emergency protective measures. • Weekly reporting to the County's Fiscal Administrative Services Division Chief along with daily coordination with the County's staff in the development of cost documentation. 	

Customer Name: Florida Division of Emergency Management	Contact Individual: Kassandra McGlenn Contracts Program Manager
Address: 2555 Shumard Oak Blvd. Tallahassee, FL 32399	Phone Number & E-mail: 850-815-4417 Kassandra.McGlenn@em.myflorida.com
Contract Amount: \$11,264,000	Contract Period: December 2017 – December 2021
Description of supplies, equipment, or services provided:	

Hurricane Irma inflicted over \$2.5 billion in damages across 64 counties in Florida. Grant Thornton was engaged by the Division of Emergency Management to support the financial recovery across eight counties of Citrus, Hardee, Hernando, Hillsborough, Pasco, Pinellas, Polk, and Sumter (including the metropolitan area of Tampa and St. Petersburg). We have worked with over 135 subrecipients to manage 987 projects representing \$226.2 million. Our 35-person team validated and approved for payment \$202.3 million on behalf of the Division.

The scope of our work includes the following major tasks:

- Direct involvement in the project worksheet (PW) approval and continues through project closeout. Our work involves qualify assurance reviews and providing recommendations to the state to approve or return the projects to FEMA for amendments. This review includes identifying documentation necessary to support claimed costs and reconciling those costs to the total eligible amount.
- Providing 100% validation of claimed costs for large project and auditing subrecipients for compliance with applicable laws, rules, regulations, and policies. This includes 2 CFR 200, the Public Assistance Program and Guide (Version 4), and other sources of grants governance. Our compliance audit program is designed to verify expense eligibility by confirming that all claimed costs qualify as allocable, allowable, and reasonable.
- Confirming compliance with Federal Legislation, by providing accurate reporting on the Recipient's performance and operations, and by processing payments timely on their behalf. This includes the Federal Funding Accountability and Transparency Act (FFATA) and the Cash Management Improvement Act (CMIA).
- Verifying that the scope of project work was completed satisfactorily. This involves planning and executing site visits, as well as documenting the results of our findings.; and
- Reporting on our support, managing the 135 subrecipients, through providing Weekly and Monthly Reports that detail the activities performed in the eight Florida counties.

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

4.2 Attachment B: Proposer's Statement

Grant Thornton's completed and signed Attachment B follows this page.



CITY OF SANTA ANA

ATTACHMENT B
PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFQ (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFQ schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFQ.

Firm Grant Thornton Public Sector LLC
Signed and Printed Name: G. Finley Graeme Finley
Title Principal
Date 9/10/21

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

4.3 Attachment C: Non-Collusion Affidavit

Grant Thornton's completed, signed, and notarized Attachment C follows this page.



CITY OF SANTA ANA

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above noncollusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this noncollusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed G. Finley
GRAEME FINLEY
State of California, County of Contra Costa

Subscribed and sworn to (or affirmed) before me on this 10th day of September, 2021, by GRAEME FINLEY, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

SEE ATTACHMENT
JURAT ACKNOWLEDGMENT
KR

Notary Public Signature

Notary Public Seal

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

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of: **California**
County Of: **Contra Costa**

Subscribed and sworn to (or affirmed) before me on the 10 day of sep, 2021

by Graeme Finley
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


Signature: Kajol Rana Chhetri



Title of Document: Non-collusion Affidavit

Total Number of Pages including Attachment: 2

Notary Commission Expiration Date: July 04, 2025

Notary Commission Number: 2364085

4.4 Attachment D: Non-Lobbying Certification

Grant Thornton's completed and signed Attachment D follows this page.



CITY OF SANTA ANA

ATTACHMENT D
NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, 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 any Federal 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.
- (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 Federal 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 conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: G. Feiley
 Title: Principal
 Firm: Grant Thornton Public Sector LLC
 Date: 9/10/21

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

4.5 Attachment E: Non-Discrimination Certification

Grant Thornton's completed and signed Attachment D follows this page.



CITY OF SANTA ANA

ATTACHMENT E

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Execution Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

4.6 Attachment F: Resumes

Tamara Reynolds, MBA, PMP

Ms. Reynolds' Outstanding Qualifications for Engagement Quality Reviewer

Ms. Reynolds is Grant Thornton's state and local practice leader. Her team provides advisory services to government entities at all levels of all types of government (e.g. public higher education institutions, state agencies, county and city governments, and authorities). Ms. Reynolds brings 20+ years of consulting experience, including 10+ years leading risk management (including grants management) engagements.

Relevant Experience

COVID-19 Advisory Services – Ms. Reynolds leads engagements which advise public, private, and not-for-profit clients in how to maximize use of federal and non-federal funding sources while retaining compliance with program guidance and regulations.

CalHFA – HRC Mortgage Relief Program – Ms. Reynolds leads Grant Thornton's engagement team supporting the California Housing Relief Corporation (CalHRC) management of its \$1.1 billion grant from the ARPA Homeowners Assistance Fund. Grant Thornton is supporting CalHRC with program integrity, compliance reviews, eligibility determinations, fraud risk assessment and the development of internal controls for its quality assurance program.

Federal Grants Management & Recipient Technical Assistance – Prior to leading the State and Local market, Ms. Reynolds was the Key Relationship Leader for the Department of Health and Human Services (HHS). As the largest grant-making Agency in the Federal government, many projects required grants management and grants recipient collaboration. Grants projects under her leadership included recipient compliance reviews for the Low Income Home Energy Assistance Program, fiscal stewardship and best practices reviews of State health departments (for the CDC), technical assistance to support recipients of a Traumatic Brain Injury program, and technical assistance for State recipients of the PreSchool Development Grant B-5 grant program (for ACF).

Superstorm Sandy Emergency Grants Management – Provided emergency grants management support with clients in the NJ Office of Emergency Management and NJ Environmental Infrastructure Trust. Grant Thornton continues to provide oversight over grant-funded construction projects.

Work History

Grant Thornton Public Sector LLC, January 2020 - present

- Managing Principal, August 2020 - present
- Principal, January 2020 - July 2020

Grant Thornton LLP, November 2003 - December 2019

- Principal, August 2010 - December 2019
- Senior Manager/Manager, November 2003 - July 2010.

General Dynamics, Manager, April 1999 - November 2003

General Electric, January 1995 - April 1999

Education and Certifications

M.B.A, Decision Analytics/Public Policy Emphasis, George Washington University
B.S., Management Information Systems, Pennsylvania State University
Project Management Professional (PMP), Project Management Institute
Six Sigma Blackbelt - General Electric & the American Society for Quality (ASQ)
Certified Group Facilitator

Wendy Morton-Huddleston, MBA, PMP, CGFM

Ms. Morton-Huddleston's Outstanding Qualifications for Engagement Partner

Wendy Morton-Huddleston is a Risk Advisory Services Leader and Principal in Grant Thornton's Public Sector practice. She has over twenty years of experience in project management, enterprise risk management, financial management, business process optimization, grants management, internal controls and strategic planning. Wendy currently serves as a senior advisor for several accounts to assess quality service delivery, methodology effectiveness and client satisfaction.

Relevant Experience

Marin County, CA Disaster Cost Recovery Services – Advise the client on disaster recovery and mitigation efforts in compliance with applicable local, state, and federal laws, regulations and FEMA requirements. Provide recommendations that impact grant eligibility, funding sources and expenditures.

Grant Thornton LLP, Florida Division of Emergency Management – Leading a team of 40+ practitioners to address grants management requirements for hurricane relief of Irma & Michael across eight counties of subrecipients (education, law enforcement, healthcare) to execute compliance reviews on behalf of the state for reimbursement from FEMA - \$70M processed as of April 2020. Innovation includes the use of Robotics Process Automation and Tableau visualization to achieve efficiencies.

Grant Thornton LLP, Department of Homeland Security (DHS) Cybersecurity and Infrastructure Security (CISA) – Leading Provide advisory services in data analytics, audit remediation, and internal controls. Created efficiencies and effective controls within IT access, property management, and payment management workflows.

Grant Thornton LLP, Department of Homeland Security (DHS) Secret Service – Provide advisory services in pre-audit readiness, post audit corrective actions and internal controls maturity.

Grant Thornton LLP, United States House of Representatives – Provide engagement oversight and technical acumen to guide the internal control team to perform remediation of open Inspector General (IG) audit findings, Office of Management and Budget (OMB) Circular A-123 requirements, testing and implementation of ERM. Business process areas include accounts payable, acquisition management, budget, and financial reporting. Provide strategic insights to the business transformation office.

Work History

Grant Thornton LLP, August 2003 - present

- Principal, August 2010 - present
- Director, August 2006 - July 2010
- Senior Manager, August 2004 - July 2006
- Manager, August 2003 - July 2004

BearingPoint (formerly KPMG Consulting), Senior Consultant, July 2001 - August 2003

Arthur Andersen, Consultant, October 1996 - June 2001

Education and Certifications

Executive Leadership Certificate, Cornell University
M.B.A., Management, University of Maryland
M.S., Finance, University of Maryland
B.S., Finance/Minor: Business Administration, Norfolk State University
Project Management Professional
Certified Government Financial Manager

Poupée Kim, CICA

Ms. Kim's Outstanding Qualifications for Federal Funding Compliance Supervisor

Poupée Kim is a seasoned manager with extensive experience in providing disaster recovery, program management support and grant administration to federal, state and local governments. Her specific focus has been on Community Development Block Grant (CDBG) programs and FEMA Public Assistance funding, in the wake of Hurricanes Katrina, Rita, Ike, Irma and Michael. Ms. Kim has 15 years of quality control review, professional services and oversight consulting experience to state, local and federal government stakeholders. She is a Certified Internal Controls Auditor (CICA).

Relevant Experience

U.S. Department of State, Bureau of Administration, Office of Emergency Management, Diplomatic Continuity Program – Ms. Kim serves as a Senior Analyst lead to support the team in providing Risk Analysis, Business Process Analysis, and Business Impact Analysis for the Bureau of Administration for the Department of State (DoS). Ms. Kim helps infuse risk management in the process of identifying, collecting and analyzing mission essential functions (MEFs) on the Business Process Analysis/Business Impact Analysis (BPA/BIA) process, as proscribed by Federal Continuity Directives 1 and 2. The update and validation of essential functions includes conducting a comprehensive BPA to understand those processes necessary to the performance of organizational functions and requirements and also includes conducting a BIA to identify potential impacts on the performance of essential functions and the consequences of failure to sustain them.

COVID-19/CARES Act Implementation – Ms. Kim serves as a FEMA lead under the COVID-19 Emergency Presidential Declaration. As a Subject Matter Expert (SME), Ms. Kim aids in managing claims to recover eligible expenses and lost revenues from COVID-19 with primary focus on recoveries from insurance, the CARES Act and FEMA Category B – Emergency Protective Measures. She assists in the development and review of Elements of Essential Information (EEI), Dimension and Description of Damages (DDD) and Scope of Work (SOW) for input into the Federal Emergency Management Agency (FEMA's) Grants Portal. Ms. Kim also supports the collaboration with healthcare professionals to identify and quantify other available funding sources (e.g. Department of Health and Human Services (HHS), Centers for Disease Control and Prevention (CDC), Private Insurance, and related entities). She collaboratively develops monitoring and compliance approaches intended to assist in maintaining documentation and securing appropriate reimbursement. She is also responsible for project management and driving the key work stream activities and deliverables to meet project objectives.

California Department of Housing and Community Development (HCD) – Ms. Kim served as a Grants Management Subject Matter Expertise (SME) on HCD's CDBG and CDBG-DR program funds that were approved by HUD and allocated to the State of California to address unmet long-term recovery needs arising from damage caused by the 2017 wildfires, flooding, mudflows, and debris flows. She was responsible for the grant program requirements, business rules and processes, procedures, and internal controls to support the implementation of the grants management system. She supported the prime contractor through all Project Management Office (PMO) work-stream activities including the Project Implementation Plan, Validated Requirements Report, Gap Analysis and Configuration Plan of the system to match HCD's workflows.

Florida Division of Emergency Management (DEM) Grants Management (Hurricane Irma) – Ms. Kim serves as the Project Manager responsible for providing comprehensive grants management services for Hurricane Irma (DR-4337) on behalf of the State of Florida and oversees Grant Thornton's grants management staff. Ms. Kim manages a team of 30+ professionals in their provision of compliance services while guiding Subrecipients through validation, reimbursement, closeout processes and timely deliverables. Ms. Kim manages the workflow of the Recipient Final Review approval for assigned PWs, coordinates the contract execution of subgrant agreements, and conducts the validation of cost documentation and expense support and reimbursement processes along with quarterly reporting and PW closeouts for small and large projects. Ms. Kim is also responsible for onboarding new team members and oversees the training and procedure process.

Work History

Grant Thornton Public Sector LLC, January 2020 - present

- Manager, January 2020 - present

Grant Thornton LLP, August 2018 – December 2019

- Manager, August 2018 – December 2019

CohnReznick LLP, Manager, May 2005 - January 2018

Education and Certifications

B.A., International Studies, Towson University

Institute for Internal Controls – Certified Internal Controls Auditor, CICA

Christina Suthammanont, PhD, PMP

Dr. Suthammanont's Outstanding Qualifications for Program Controls and Standards Supervisor

Christina is a Senior Associate in Grant Thornton's Public Sector Digital Transformation and Management practice. Combined, she has twenty years' experience in higher education, customer engagement, resource optimization, and workforce analytics. She has led numerous independent and collaborative research projects, from initial literature review and data collection through analysis, reporting, and presenting to both technical and non-technical audiences. Christina has a doctorate (PhD) in quantitative political science and holds certification as a Project Management Professional (PMP).

Relevant Experience

Grant Thornton Public Sector, LLP – Grants Management. Serve as workstream lead for several programs at New Castle County. Lead development of testing plans, risk analysis matrixes, and workpaper and testing templates. Provide thought leadership around position statements and review work products as produced by the team. Coordinate all client-based correspondence and engage with clients to provide briefings and discuss and resolve potential issues. Provide quality assurance and control of team eligibility and compliance testing of expenses claimed under federal funding streams.

Workforce Analytics and Optimization. Provide advisory and analytics support to federal agencies with focus on workforce optimization methods, assessing workforce capacity, and identifying process improvements using a variety of methodological tools and approaches. Perform risk assessment and mitigating strategies as part of grants management project. Contribute to research and development of capabilities within Digital Transformation and Management service line. Demonstrate thought leadership through developing white papers and position statements addressing timely client or environmental issues. Conduct requirements gathering sessions with key stakeholders and subject matter experts. Collect workforce data via interview, unstructured documents, and structured data resources; assess data quality, cleanse data and prep for analysis; perform data analysis supported by data type and quality; report key findings in executive summary and comprehensive reporting, study documentation, and knowledge transfer materials in larger report. Identify opportunities for process, data, and workforce improvements with strategic and tactical client benefits. Develop, implement, and analyze compliance and risk assessment instruments

DRT Strategies, Inc. – U.S. Department of Agriculture, Office of the Chief Information Security Officer (OCIO); Cybersecurity Executive Order. Collaborate with ISC leadership to develop and implement strategic cyber security initiative, including Department-wide cybersecurity IT consolidation, in response to OMB Cybersecurity Risk Management Assessment and within NIST Risk Management Plan. Collaborate with stakeholders as Subject Matter Expert on enterprise-wide survey, developing methodology and content to achieve objectives; conduct analysis and reporting. Gather requirements, identify risks and milestones; facilitate communication across multiple working integrated project teams (WIPT), and monitor performance goals while mitigating risks. Mentor professional development of project management skills in fellow colleagues. Provide Service Delivery strategic support with analysis of alternatives, data collection, and analysis. Leverage program building experience to identify and develop corporate strategy for business development. Create and deliver corporate training program and materials to further competitive advantage through providing professional development opportunities.

Work History

Grant Thornton Public Sector LLC, Senior Associate, June 2019 - present

DRT Strategies, Inc., Project Manager and Consultant, February 2018 -June 2019

International Business Machines, Inc. (IBM), Managing Consultant, January 2016 - August 2017

Texas A&M University-San Antonio, Assistant Professor and Program Coordinator, August 2010 - February 2016

Education and Certifications

PhD, Quantitative Political Science, Texas A&M University
B.A., Political Science, New York University
Project Management Professional (PMP)

Khiry Burke

Mr. Burke's Outstanding Qualifications for Reporting and Data Compliance Supervisor

Khiry is a Senior Associate in Grant Thornton's Public Sector Risk Advisory and Management practice. Mr. Burke has 5+ years of experience in internal auditing, financial analysis, contracts compliance, federal grant monitoring, project database management, and support of system update/modernization. Khiry has lead teams through the Compliance Monitoring life cycle that resulted in quality deliverable submission.

Relevant Experience

COVID-19 – New Castle County, DE Coronavirus Relief Fund Grant Management – Mr. Burke led a team in the development of New Castle County Office of Finance's policy and procedures for recording, reconciling, monitoring, and reporting on Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Fund usage. He conducted interviews with multiple stakeholders within the County to document their processes. Mr. Burke managed a team that resolved potential issues brought forth by the New Castle County's Internal Audit Department. He assisted in the development of the process to conduct eligibility testing related to Administrative Leave as it pertained to CARES Act Fund usage.

Florida Division of Emergency Management (FDEM) – Mr. Burke was responsible for data migration, Quality Assurance and Quality Control (QAQC) reviews, and Request for Reimbursement (RFR) compliance testing for Grant Thornton's disaster recovery and grants management engagement. He interacted with system interfaces such as the Federal Emergency Management Agency (FEMA) Grants Portal, EMMIE, and Florida PA. He performed cost validations of line items under the regulations of 2 CFR 200 and Proposal & Award Policies & Procedures Guide (PAPPG) to assist subrecipients with the reimbursement process.

Texas Lottery Commission – Contract Compliance Monitoring Services – Mr. Burke performed testing and verification of the client vendor data interface system, compliance financial data reports, and application of software change management. Reviewed software change management practices and documentation to ensure adequate quality assurance testing and client acceptance prior to release of software. Performed detailed testing of contract requirements, which included: verification that interfaces were transferred in accordance with the data exchange schedule, accuracy of reporting compliance with service level requirements, software requirement specifications, and data center operations. Executed quarterly testing of primary contract terms for account management and administration including, service management, facilities support services, business continuity, disaster recovery, and training. Developed quarterly testing procedures that addressed high, medium, or low compliance area risks to fully address potential contract related issues. Supported database updates, which contained over 1,000 contract requirements, contract amendments, testing schedules, procedures as well as results/follow-up actions. Developed weekly reports. Supported Project Manager with resource management, revenue forecasting, and client invoice reviews.

Texas Department of Transportation (TxDOT) – Enterprise Information Management Strategic Planning Services – Mr. Burke developed the master project schedule through the use of Microsoft Project and monitored progress. Supported the stakeholder interview process of approximately 100 TxDOT employees, which included senior executives. Prepared documents, drafted minutes and conducted analyses. Utilized interview data to develop Tableau Data Visualizations that displayed trend data for additional analysis. Assisted in development of an Enterprise Information Management (EIM) Strategic roadmap, which displayed the proposed timeline of transitioning the department's legacy systems to an updated system.

Texas Division of Emergency Management (TDEM) – Grants Monitoring – Mr. Burke partnered with FEMA personnel as an agent of the State of Texas Department of Emergency Management for federally declared disasters declarations 4223, 4245, 4255, 4269, and 4272. Supported financial management activities for the State Public Assistance program. Assisted with sub-recipient appeals, reviewed procurement of contracts and examined sub-recipient's support of eligible costs. Assisted applicants with Federal and State procurement law compliance issues. Managed the project management database by

updating and tracking sub-recipient project worksheets as they proceeded through the Public Assistance program. Prepared status reports and assisted in drafting budgets that were submitted to the client. Facilitated training employees on project management databases and preparation of status reports.

Work History

Grant Thornton Public Sector LLC, January 2020 - present

- Senior Associate, January 2020 - present

Grant Thornton LLP, February 2016 – December 2019

- Senior Associate, August 2018 – December 2019
- Associate, February 2016 – August 2018

Alabama Department of Revenue, Internal Audit, Accountant I, June 2015– February 2016

Education and Certifications

B.S., Business Administration-Accounting, Troy University

David Barth, MPA

Mr. Barth's Outstanding Qualifications for State & Local Grants Compliance Subject Matter Expert

Dave will advise on all requirements of the ARPA/SLFRF award. He has over twenty years of experience with grants and financial management systems and over forty years of experience working with state governments focused on financial management solutions and advisory services. He leads multiple state government engagements supporting disaster recovery activities, FEMA compliance monitoring and CARES Act and ARPA support. He has extensive experience with governmental business operations and is considered a subject matter expert in many fields within the firm. Prior to joining Grant Thornton, he was the Director of Budget and Finance for the New Jersey Department of Environmental Protection and was responsible for the overall financial management of the Department's operating budget, federal grant programs and special revenue funding; and negotiating the Department's indirect cost rate with US Environmental Protection Agency.

Relevant Experience

CalHFA – HRC Mortgage Relief Program – Serves as a Subject Matter Expert providing California Housing Finance Authority (CalHFA) and its subrecipient agency California Homeowners Relief Corporation (HRC) manage the State's Mortgage Relief Program funded through the ARPA – Homeowners Assistance Fund appropriations representing approximately \$1.1 billion. Dave's specific focus is to provide 2 CFR 200 compliance support and eligibility determinations along with the evaluation of HRC's Policies and Procedures for federal program compliance.

Golden Gate Bridge, Highway & Transportation District – Serves as a Subject Matter Expert assisting the District's with eligibility determinations of its COVID response activities associated with FEMA's Public Assistance Program. Key aspects of the work involve the coordination between the District, CalOES and FEMA; and the submission on project documentation through FEMA's Grants Portal.

Marin County – Disaster Cost Recovery – Serves as a Subject Matter Expert supporting the Grant Thornton's team working with the County to develop its COVID response program including emergency food distribution; non-congregant housing; COVID testing; and vaccine distribution. Key aspects of the work involve the coordination between the County, CalOES and FEMA; the submission on project documentation through FEMA's Grants Portal; and validating claimed costs within the requirements of 2 CFR 200 and FEMA's Public Assistance Guide.

New Castle County CRF Subrecipient Monitoring – Serves as the Engagement Director with New Castle County as a direct recipient of CARES Act Coronavirus Relief Fund. His responsibilities serve to support the County with the review of the County program guidance, its system of internal controls, subrecipient risk assessment and subrecipient monitoring and reporting.

Southern California Regional Rail Authority - Metrolink – Served as the Engagement Director and Project Manager supporting Metrolink's compliance with federal requirements under the CARES Act. Metrolink represents the centralized transportation agency in southern California for Los Angeles, Orange, Riverside, Ventura and San Bernardino Counties. The focus of Grant Thornton's work is the development of funding strategies on the use of CARES Act monies specifically from the Federal Transit Authority (FTA) and FEMA.

COVID - CARES Act Implementation – Served as the Engagement Director for ten different Healthcare – FEMA clients including WellSpan Health, St. Joseph's Hospital, Grant View Health, Indiana University Health, St. Francis Healthcare System, Geisinger Health, AtlantiCare Health, Beebe Health, Doylestown Hospital and AHRC. His responsibilities included the coordination between Grant Thornton grants management specialists (FEMA) and the commercial healthcare practitioners. The focus of the integrated services was to address healthcare systems' response to the treatment of COVID patients; compliance with federal requirements and maximizing federal funding through the Provider Relief Fund.

Florida Division of Emergency Management - Serves as the Engagement Director supporting the State of Florida recovery from the impacts of Hurricanes Irma and Michael, monitoring compliance with FEMA

requirements and assisting local governments through their recovery process. Responsibilities include the QA/QC review of all assigned Project Worksheets, final approval of subrecipient reimbursement requests, management of technical staff and providing guidance on the project implementation.

Passaic Valley Sewerage Commission (PVSC) - Serves as the Project Manager for Grant Thornton's contract with the New Jersey Department of Treasury to provide fiscal integrity oversight and compliance monitoring reviews of FEMA funded recovery efforts. The monitoring involves the compliance reviews of PVSC's financial, administrative and procurement processes; invoice processing and contractual payments; and monthly reporting of 12 engineering and/or construction projects associated with approximately \$500 million in recovery and mitigation work.

Texas Department of Public Safety - Served as a Senior Emergency Management Specialist supporting the Texas Division of Emergency Management (TDEM) in their FEMA Public Assistance Program recovering from presidentially declared disasters in 2015 and 2016, providing quality assurance reviews of FEMA Project Worksheets (PW); and authorizing payment approvals as TDEM's Grant Administrator. Mr. Barth was responsible for the management of Grant Thornton staff assigned to TDEM overseeing the project and account closeouts.

New Jersey Office of Emergency Management (NJOEM) - Served as the Program Manager of Grant Thornton's contract with the New Jersey Office of Emergency Management (NJOEM) reviewing compliance procedures for small project PWs, developing the required standard operating procedures, and providing a QA/QC review of small project PWs related to the Superstorm Sandy recovery efforts.

Director, Division of Budget and Finance, New Jersey Department of Environmental Protection - Responsible for the implementation, execution and management of the Department of Environmental Protection's (DEP) annual operating and capital budgets including related federal funding. Responsible for the Department's financial accounting and grants management systems and procurement operations. Lead the implementation of a Performance Base Budget system integrating programmatic budget needs, strategic directions and financial solutions; developing the schedule, issuing the necessary guidance, overseeing and preparing the required financial analyses of multiple funding options as part of DEP's annual budget process. Participated on a work team to incorporate Key Performance Indicators into a budget measurement system. Coordinated an internal DEP team to identify multiple state and federal funding sources to address immediate response activities to Hurricane Sandy damage. Developed a management structure to identify, maximize and manage federal funding sources for New Jersey's Rebuilding and Recovery efforts as they related to the New Jersey Department of Environmental Protection recovery efforts. Established the process and procedures to ensure the necessary internal controls were in place to oversee the spending and grant compliance conditions during the implementation phases of rebuilding.

Deputy Director, Division of Financial Management, Planning and General Services - Responsible for the financial condition of the Department's appropriations of General State Funds, Bond Funds, Special Revenue Funds and associated Dedicated Funds. Responsible for the supervision of the Department's procurement activities. Authorized as a Department's Fiscal and Budget Officer. Representative of the Commissioner in financial matters associated with general obligation bonds, authority debt financing and tax reform issues.

Work History

Grant Thornton Public Sector LLC, Director, January 2020 - present

Grant Thornton LLP, Manager, October 2013 – December 2019

New Jersey Department of Environmental Protection, Director of Budget and Finance, September 1995 – June 2013

Education and Certifications

M.P.A., Rider College, Program for Administrators
B.A., U.S. History, Fairfield University

Rachel Stushek, CPA

Ms. Stushek's Outstanding Qualifications for Audit Subject Matter Expert

Ms. Stushek has over 17 years of experience providing auditing support to non-profit organizations. Ms. Stushek has approximately 4 years of experience working with Federal entities. She has experience serving under audits that were performed under Government Accountability Office (GAO) "Yellow Book" auditing standards, American Institute of Public Accountants (AICPA) auditing standards, and OMB Circular A-133/uniform guidance. Rachel leads audit and assurance engagements providing quality assurance role, risk management and serves as a consultative resource for technical questions and issues for various audits, performance audits, and examinations.

Relevant Experience

Office of Personnel Management (OPM), Defense Finance and Accounting Services (DFAS), Defense Contract Management Agency (DCMA), Social Security Administration (SSA); Federal Communications Commission (FCC), Air Force Working Capital Fund (AFWCF), Washington Headquarters Services (WHS); U.S. Special Operations Command (USSOCOM), Office of Navajo and Hopi Indian Relocation (ONHIR) – Ms. Stushek has served each of these audit and assurance clients in her role as Professional Practice Director of Grant Thornton's Public Sector audit practice. In this quality assurance role, she assists in managing risk and serves as a consultative resource for technical questions and issues for various audits, performance audits, and examinations.

Salvation Army Central Territory – Ms. Stushek served this church denomination and social services agency throughout all of her years at Grant Thornton. At various times, she managed the financial statement and single audits of individual operating units in Indianapolis, Kansas City, St. Louis, Chicago, Grand Rapids, the Twin Cities and Omaha. For the last three years, she also directed overall coordination of all ten operating unit audits, and also managed and reviewed the high risk areas of the consolidated audit of the Salvation Army Central Territory. The operating unit audits were performed under GAO "Yellow Book" auditing standards as well as AICPA auditing standards, and the consolidated audit was performed under AICPA auditing standards.

Work History

Grant Thornton LLP, July 2009 - present

- Managing Director, August 2019 - present
- Director, August 2014 - July 2019
- Manager, August 2010 - July 2014
- Senior Associate, July 2009 - July 2010

Deloitte & Touche LLP, July 2003 - June 2009

- Senior Associate, August 2006 - June 2009
- Associate, July 2003 - July 2006

Education and Certifications

Bachelor of Science, Accounting, Grove City College
Certified Public Accountant, Virginia and Illinois

Susanna Koo

Ms. Koo's Outstanding Qualifications for Cross-Functional Expertise Support

Susanna is a Senior Associate at Grant Thornton's Public Sector Los Angeles office with over 3 years of professional management consulting experience. Ms. Koo has led projects and teams to success utilizing strategic business planning. She has a strong ability to support all business functions and prioritize tasks to execute project deliverables.

Relevant Experience

COVID-19 – New Castle County, DE Coronavirus Relief Fund - Ms. Koo evaluated and processed more than 50 Subrecipient applications. She reviews the Subrecipient's supporting documentation in compliance with the US Treasury's Coronavirus Relief Fund guidance for eligible costs to be reimbursed.

Los Angeles World Airport (LAWA) – Project Administrator - Prepare, update and distribute meeting minutes, risk log, action item log, issue log and decision log. Provide meeting highlights to Project Manager for decision. Schedule and attend project status and technical meetings. Login and distribute record of submittals and Request for Information (RFIs). Assist and manage with the Project Manager for cost control throughout the task orders initiation and procedure.

Harley Ellis Devereaux, Project Administrative Assistant - Support the Project Management team and Studio Leaders with quality, and confidentiality, quickly manage risk issues, create work plan for wallboards, schedule budget impacts, and ensure issues are corrected. Perform administrative functions, including calendar management, scan and copy documents, review contracts, reports, manage budgets, and create letters of transmittals, meeting minutes, agendas, and attendance record. Prepare for meetings/events, manage project schedules, and assist in strategic planning utilizing WebEx, GoToMeeting, and Outlook, and distribute to relevant teams. Collaborate on multiple projects during Construction Document Phase, review all RFCs/RFIs/Submittals/Sketch log through Newforma system, and coordinate with Senior Project Architects from conception to completion. Create Budget Analyst reports/summaries for Senior Project Managers, throughout the project lifecycle for the evaluation of project performance. Act as the main contact for General Contractors, Owner Representatives, Consultants, and Operation Teams for schematic design, design development, construction administration and any project related items.

Work History

Grant Thornton Public Sector LLC, January 2020 - present

- Senior Associate, August 2020 – present
- Associate, January 2020 – July 2020

Grant Thornton LLP, Associate, October 2018 – December 2019

Los Angeles World Airport, Project Administrator, Jan 2018 – Mar 2021

Harley Ellis Devereaux, Project Administrative Assistant, Jan 2014 – Jan 2018

Education and Certifications

B.A., Economics, University of Southern California

Eric Fey

Mr. Fey's Outstanding Qualifications for Cross-Functional Expertise Support

Eric is an adaptable professional applying general government experience in the public sector while located in our Sacramento office. Eric demonstrates proven talent for analyzing problems using data, developing, and simplifying procedural improvements and operations design. He has developed a particularly strong understanding of the following areas: technical report research, writing and editing, statistical Analysis, and project management.

Relevant Experience

Grant Thornton Public Sector LLC - Specialization in grant subrecipient monitoring and compliance for disaster relief funding. Assist with Coronavirus Relief Fund reimbursement procedures and interpret US Treasury Department guidelines for New Castle County, DE. Expedite Golden Gate Bridge District's Request for Public Assistance for Federal Emergency Management Agency reimbursement of all eligible costs under Category B.

Federal Emergency Management Agency - Provide focused Senior Leadership Briefings to FEMA Region IX Administrator and National Watch Office tracking California's daily response efforts in response to COVID-19. Interface with state and federal partners to determine information requirements within the Incident Command Structure. Conduct research related to a broad range of response topics from state organization, medical & safety developments and data analytics.

Florida State University - Research for the Leroy Collins Institute "Better Choices: Evidence-based policymaking techniques could improve Florida's outcomes for delivery of human services programming. Served as Public Administration Graduate Association Vice President.

Work History

Grant Thornton Public Sector LLC, Associate, April 2021 - present

Federal Emergency Management Agency, Situation Unit Lead, July 2020 - January 2021

Florida State University, Research and Teaching Graduate Assistant, August 2019 - present

Education and Certifications

M.P.A., Florida State University, Projected December 2021

Bachelor of Public Policy Administration in Public Management, James Madison University

Tim Luzano

Mr. Fey's Outstanding Qualifications for Senior Compliance Specialist

Mr. Luzano is a Manager with Grant Thornton Public Sector, LLC. He is an accomplished data management practitioner overseeing engagements regarding data governance, data quality, and data integration. Mr. Luzano is also an accomplished finance professional with demonstrated ability performing financial analysis including, but not limited to Income Statement analysis, Budgeting, Forecasting, and Cost Planning. Mr. Luzano has extensive Public Sector experience working with Texas Department of Transportation (TxDOT), Utah Department of Transportation (UDOT), and Hawaii Department of Transportation (HDOT).

Relevant Experience

Grant Thornton, Utah Department of Transportation – Grant Thornton is currently working with the Utah DOT to implement an open data and business intelligence platform to provide them with an analytical, reporting and dashboard management tool that provides transparency and actionable information. This solution provides an integrated data storage, ETL and data visualization platform used to facilitate functions with the agency and enables personnel at UDOT to perform their jobs more efficiently.

Texas Department of Transportation – Grant Thornton was hired to provide TxDOT with EIM strategic planning services including the development of an information management strategy and a 10-year implementation roadmap to modernize TxDOT's data management and analytics platform, as well as the supporting projects and programs needed to help make such a platform successful.

Hawaii Department of Transportation – Grant Thornton is working to implement an open data and BI platform for the Hawaii Department of Transportation in order to deliver actionable insights to stakeholders throughout the agency using up-to-date, accurate data through a series of dashboards and reports hosted on the cloud-based data portal. Grant Thornton's efforts with HDOT include process automation, data transformation, custom report development work and collaborating with leadership to design and track Key Performance Indicators for the organization (KPIs). The entire engagement operates using agile project management under which requirements and solutions evolve through the collaborative effort of self-organizing and cross-functional teams and their customer/end user.

Work History

Grant Thornton Public Sector LLC, Manager, Aug 2018 - present
Sears Holdings Corporation, Manager Reporting and Analytics, Nov 2015 – Feb 2017
Brown-Forman, Senior Financial Analyst, June 2013 – June 2015
Humana, Financial Analyst, June 2009 – June 2013
McCauley, Nicolas, and Company, Staff Accountant, Nov 2008 – May 2009
General Electric, Financial Services Representative, May 2006 – Oct 2008

Education and Certifications

M.S., Business Analytics, University of Notre Dame
 M.B.A., Indiana University
 B.S., Accounting, Indiana University
 Certified Data Management Professional (CDMP)
 Project Management Professional (PMP)
 Certified Scrum Master (CSM)

5.0 References

Grant Thornton's references are included in section 4.1 References.

6.0 Evidence of Financial Capacity

Grant Thornton, if awarded a contract, will provide requested evidence of financial capacity.

7.0 Insurance

Grant Thornton maintains professional liability insurance and general commercial liability insurance coverage for the provision of accounting and advisory services. The insurance coverage and limits are consistent with other national accounting firms of its size. Upon acceptance of Grant Thornton's proposal to provide services, and upon request, Grant Thornton will provide the City verification of professional liability insurance and/or a certificate of general commercial liability insurance. Grant Thornton does not provide copies of its insurance policies to third parties. [NOTE: SEE SECTION 2.6 FOR WARRANT OF ERRORS AND OMISSIONS INSURANCE]

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Tax Professional Standards Statement

This document supports Grant Thornton LLP’s marketing of professional services, and is not written tax advice directed at the particular facts and circumstances of any person. If you are interested in the subject of this document we encourage you to contact us or an independent tax advisor to discuss the potential application to your particular situation. Nothing herein shall be construed as imposing a limitation on any person from disclosing the tax treatment or tax structure of any matter addressed herein. To the extent this document may be considered to contain written tax advice, any written advice contained in, forwarded with, or attached to this document is not intended by Grant Thornton to be used, and cannot be used, by any person for the purpose of avoiding penalties that may be imposed under the Internal Revenue Code.



EXHIBIT B

FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit.

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction

contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Antti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The

Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Consultant must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified,

or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic and otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

- Congress;
- (1) A member of Congress or a representative of a committee of
 - (2) An Inspector General;
 - (3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

(ii) Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury's directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.

Exhibit 1 Agreement_Guidehouse - ARPA Consulting Services_FINAL_12.2.22

Final Audit Report

2022-12-05

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