

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	34 PAGES	AGREEMENT NUMBER 19-CDBGDR-13032	AMENDMENT NUMBER 2	Purchasing Authority Number 2240
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME:

Department of Housing and Community Development

CONTRACTOR NAME:

MB3 Inc.

2. The term of this Agreement is:

START DATE:

10/29/2019

THROUGH END DATE:

10/31/2022

3. The maximum amount of this Agreement after this Amendment is:

\$13,643,173.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Department hereby acknowledges that an assignment and assumption of this Agreement will be made effective as of December 15, 2020 by GCR Inc. to MB3 Inc., a Delaware corporation, which is qualified and registered to do business as a foreign corporation in the State of California under the trade name "MB3 Inc. Which Will Do Business as Matt Blakely Three, inc." A true and correct copy of the Assignment of Contract is attached as Exhibit F, hereto.

Exhibit A, Scope of Work, has been replaced with a new Exhibit A, Scope of Work, (Rev. 12/20), to reflect the above stated assignment and assumption.

Exhibit B, Budget Detail and Payment Provisions, has been replaced with a new Exhibit B, Budget Detail and Payment Provisions, (Rev. 12/20), to reflect the above stated assignment and assumption and incorporating the 2018 disaster funding of \$6,187,268.00.

Exhibit D, HCD Additional Contract Terms has been replaced with a new Exhibit D, HCD Additional Contract Terms, to reflect the above stated assignment and assumption and updated to the 10/28/20 version.

Exhibit E, CDBG-DR Terms and Conditions, has been replaced with a new Exhibit E, CDBG-DR Terms and Conditions, to reflect the above stated assignment and assumption, and to include the 2017-2018 disasters regulatory requirements.

*All other terms and conditions shall remain the same*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.):

MB3 Inc.

CONTRACTOR BUSINESS ADDRESS:

3300 West Esplanade Avenue, Suite 400

PRINTED NAME OF PERSON SIGNING:

Tom Amburgey

CONTRACTOR AUTHORIZED SIGNATURE:



Digitally signed by Tom Amburgey  
Date: 2021.01.20 14:11:22 -06'00'

CITY:

Metairie

STATE:

LA

ZIP:

70002

TITLE:

Chief Executive Officer

DATE SIGNED:

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 34 PAGES

AGREEMENT NUMBER  
**19-CDBGDR-13032**

AMENDMENT NUMBER  
**2**

Purchasing Authority Number  
**2240**

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

CONTRACTING AGENCY AUTHORIZED SIGNATURE

**Synthia Rhinehart**

Digitally signed by Synthia Rhinehart  
Date: 2021.01.21 14:33:30 -08'00'

CITY

Sacramento

STATE  
CA

ZIP  
95833

TITLE

Contracts Office Manager

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (if Applicable)

**EXHIBIT A**

**AUTHORITY, PURPOSE AND SCOPE OF WORK**

1. GCR **MB3** Inc. hereafter referred to as the (“Contractor” or “GCR **MB3**”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”) with grant management and program services related to Community Development Block Grant -Disaster Recovery (CDBG-DR) (“Work”) as described herein.
  - “Note: CDBG-DR is subject to Title I of the HCD Act, (42 U.S.C. § 5301 et seq.) which governs all federal Community Development Block Grant programs (CDBG.) CDBG-DR is also subject to the CDBG regulations at 24 CFR Part 570, unless modified by waivers and alternative requirements included in the applicable Federal Register Notice. CDBG-DR must also comply with the applicable requirements of 2 CFR Part 200, which provides the Federal government’s guidance on administrative requirements, cost principles, and audit requirements.”
  
2. Work shall be provided at multiple locations, including but not limited to the following: 2020 West El Camino Avenue, Sacramento, CA 95833, remotely and onsite at various jurisdiction locations, during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
  
3. The Representatives during the term of this Agreement will be:

<b>Department of Housing and Community Development</b>	<b>GCR <b>MB3</b> Inc.</b>
Section/Unit: Division of Financial Assistance	Project Manager: Angele C. Romig
*Contract Manager: Sue Naramore, Sr. Specialist	Title: Divisional Chief Executive Officer
Address: 2020 West El Camino Avenue, Suite 500-200 Sacramento, CA 95833	Address: <del>2021 Lakeshore Drive, Suite 500 New Orleans LA 70122</del> 3300 West Esplanade Ave., Suite 400 Metairie, LA 70002
Bus. Phone No.: (916) 263-0371	Bus. Phone No.: (504) 304-2500
Email: <a href="mailto:susan.naramore@hcd.ca.gov">susan.naramore@hcd.ca.gov</a>	Email: <a href="mailto:aromig@gerine.com">aromig@gerine.com</a> <a href="mailto:aromig@gocivix.com">aromig@gocivix.com</a>

*\*HCD will have the right to change the Contract Manager from time to time throughout the term of this Agreement. Such change will not require the consent of Contractor. HCD will notify Contractor in writing of the name of the new Contract Manager within 30 days of his or her appointment to such position. Such written notice will not constitute, nor require, an amendment to this Agreement.*

## EXHIBIT A

### 4. Specifications and Detailed Description of Work

The Grant Management Services described herein apply as needed by HCD to all types of CDBG-DR eligible programs, including but not limited to housing, infrastructure, economic development, provision of public services, and resiliency. Not all programs will require each of the tasks and functions described herein. Contractor shall provide consulting and other necessary services that increases HCD's capacity and expertise to properly administer federal CDBG-DR program funds and provide grant management services to aid the State's recovery from wildfires, debris flows and mudslides.

The Contractor shall be responsible for completing the following activities:

#### A. Grant Administration, Policies and Procedures, Monitoring and Compliance

- 1) Support and assist HCD in the establishment of CDBG-DR programs, objectives, performance, compliance and monitoring standards and procedures for all CDBG-DR related activities, in accordance with CDBG-DR, HUD, and other applicable federal and local requirements rules and regulations.
- 2) Support and assist HCD in the establishment of programs and procedures for federally funded preparedness and mitigation measures, including development of best practices, for all CDBG-DR related activities, in accordance with CDBG-DR, HUD, and other applicable federal and local requirements rules and regulations.
- 3) Support and assist HCD in the development and monitoring of required policies and procedures for the CDBG-DR grant and all associated activities being carried out with the funding. Contractor shall also support and assist HCD in the development and establishment of quality control and quality assurance procedure, including key performance indicators.
- 4) Support and assist HCD in the establishment of policies and procedures related to the prohibition of duplication of benefits and in the auditing and monitoring of duplication of benefits.
- 5) Support and assist HCD in all phases of the CDBG-DR grant management process, which includes, but is not limited to,
  - a) assessing compliance of the financial management systems and recommending changes, if needed;
  - b) ensuring responsible and accountable use of grant funds;
  - c) ensuring that CDBG-DR funds are not being comingled with non CDBG-DR funds;

**EXHIBIT A**

- d) ensuring transparent and authorized use of all CDBG-DR funds;
  - e) guarding against fraud waste, abuse, and ineligible use of funds;
  - f) ensuring that performance is in compliance with grant requirements;
  - g) ensuring that all key performance indicators are being properly monitored and addressed quickly and resolved effectively;
  - h) assisting with the management of the financial management systems;
  - i) assisting with the management of the project(s) period of performance schedule(s);
  - j) evaluating ongoing status reports, final reports and other deliverable products required under the CDBG-DR grant, and;
  - k) assisting in grant close-out procedures.
- 6) Support and assist HCD in the CDBG-DR grant oversight, management, supervision and compliance monitoring process that involves an ongoing process of planning, implementation, performance and communication follow-up. The objectives for the programmatic/contractual oversight, management, supervision and compliance monitoring will be to:
- a) determine and assure that municipalities, partners, subrecipients, subgrantees, contractors and managers are carrying out their projects, programs and/or scopes of work or services as described in their respective contracts or agreements;
  - b) determine and assure that municipalities, partners subrecipients, subgrantees, contractors and managers comply with CDBG-DR, HUD, and other applicable federal, state, and local requirements, rules and regulations;
  - c) determine and assure that municipalities, partners subrecipients, subgrantees, contractors and managers are carrying out their projects, programs and/or scopes of work or services on schedule or in a timely manner and within budget;
  - d) determine if municipalities, partners, subrecipients, subgrantees, contractors and managers are conducting their projects, programs and/or scopes of work or services with adequate control over

## EXHIBIT A

program and financial performance and in a way that minimizes the opportunity for fraud, waste and abuse;

- e) identify problem areas and assist municipalities, partners, subrecipients, subgrantees, contractors and managers in applicable requirements, and;
  - f) provide adequate follow-up measures in the form of quality improvement plans and corrective actions to ensure performance and compliance deficiencies are corrected and not repeated.
- 7) Support and assist HCD in overseeing and coordinating the grant administration, as well as daily activities and tasks.
  - 8) Support and assist HCD in the compliance with procurement regulations and policies and in overseeing procurement processes to ensure the award processes are fair and meet applicable rules and regulations.
  - 9) Support and assist HCD and program management contractors in the establishment of a claims, appeals and resolution procedures for all programs. Contractor shall review and provide guidance and recommendations on claims.
  - 10) Support and assist HCD in the development, monitoring and recommend modifications of the CDBG-DR grant master management and operations plan and schedule.
  - 11) Contractor shall prepare, monitor, enforce and oversee work schedules for the CDBG-DR activities, including, but not limited to, construction schedules for all programs approved in the CDBG-DR Action Plan and subsequent amendments.
  - 12) Contractor shall work with HCD staff to complete all monitoring and compliance related to all CDBG-DR activities.

### B. Staff Augmentation

- 1) Support and assist HCD with the establishment and implementation of staff augmentation strategies to ensure that the existing CDBG-DR fund allocation and the upcoming CDBG-DR fund allocations are adequately administered and implemented in accordance with CDBG-DR, HUD, and other applicable federal and local requirements, rules and regulations.
- 2) Contractor shall possess the professional and technical staff necessary to perform and implement staff augmentation strategies and services and the staff shall have sufficient skills, qualifications and experience to perform

## EXHIBIT A

the services assigned to them. Contractor shall ensure that its staff performs all their corresponding and applicable responsibilities.

- 3) Contractor shall have available in its staff and/or make available through staff augmentation strategies the staff with the necessary subject matter expertise in CDBG-DR to adequately manage, oversee and assure adequate performance and compliance of the various eligible activities to be carried out in accordance with the Action Plan, such as, housing, infrastructure, construction, planning projects, economic development, environmental requirements, procurement and other CDBG-DR related activities. Contractor shall have understanding of all programs and/or projects and/or eligible activities included in the Action Plan in order to assist and provide its grant management services from the intake/application receipt process to the project/program conclusion/closeout.
- 4) Contractor shall provide an adequate number of qualified key personnel and staff located at the offices of HCD, as needed, to assist HCD in CDBG-DR related activities. This key personnel and staff should be able to or have access to staff who can communicate in oral and written Spanish language.
- 5) Contractor shall possess the professional and technical staff necessary to assist with information technology (IT) operational, system, website building and content management, and service support as needed. IT staff shall have sufficient skills, qualifications and experience to perform the services assigned to them.

### C. Document Compliance

- 1) Support and assist HCD in oversight and monitoring of the distribution of funds, including, documentation compliance. Contractor shall work with the HCD and program management contractors in order to determine documentation that must accompany requests for payment and assist in the review for completeness, compliance and accuracy of all pay request documents.
- 2) Contractor shall ensure timely submission of all required documentation, including, but not limited to, financial reports; performance reports by eligible activities carried out; budget and expenditures reports by eligible activities carried out; work progress, costs and scheduling reports; resolution of findings, resolution of recommended changes, implementation of policies and resolution of issues affecting performance.
- 3) Contractor shall ensure timely submission and compliance with all required documentation, both for HCD and at the municipalities, partners,

## EXHIBIT A

subrecipients, subgrantees, contractors and managers level, for proper submission, dissemination of information, as well as for proper record keeping. Contractor shall then provide, as needed, compliance oversight and technical assistance to HCD, municipalities, partners, subrecipients, subgrantees, contractors and managers, and review the documents for proper content and ensure information is complete, accurate and issued in a timely manner.

- 4) Support and assist HCD in the sufficient and appropriate document control and management initiatives and programs to meet financial management and all other documentation requirements for CDBG-DR grants. Contractor shall implement such document control initiatives and programs.
- 5) Contractor is required to maintain all documents, communications of any kind that relates in any manner to the CDBG-DR allocation for California for a minimum period of five (5) years following HUD grant closeout. Contractor shall provide protective storage and provide reports and electronic copies to the federal and local government, as required and/or requested. At HCD direction, the Contractor may need to share/upload/store all files and documents to an HCD designated location yet to be determined.
- 6) As requested by HCD, Contractor shall conduct desk reviews of the documentation supporting the program reports for accuracy and compliance and shall develop compliance checklists and other tools to assist with the compliance and oversight required by the CDBG-DR grant.
- 7) Support and assist HCD in review and revision of any CDBG-DR related contracts for CDBG-DR compliance and shall be available to explain contracts to all related stakeholders.

### D. **Meetings, Reports, Data Management Software System and External Communications**

- 1) If requested by HCD, Contractor shall represent HCD and/or participate with HCD in meetings, including but not limited to, with HUD, the Federal Government, municipalities, partners, subrecipients, subgrantees, beneficiaries, stakeholders, contractors and managers.
- 2) Contractor shall monitor and report any identified or suspected instances of non-compliance with CDBG-DR, HUD, and other applicable federal, state, and local requirements, rules and regulations, as well as any suspected fraud to HCD. Contractor shall provide (i) a monthly status of each eligible activity being carried out, including monitoring of the budget, schedule and performance



## EXHIBIT A

- against contract metrics, and; (ii) assist HCD in official presentations and federal quarterly reporting requirements.
- 3) Contractor shall provide information on the following: (i) issues impacting each eligible activity being carried out, including reported problems, lagging performance, communication issues, etc., and the action being taken to resolve them; (ii) identification of risks associated with each eligible activity being carried out and the action being taken to mitigate, avoid or reduce them; (iii) deliverables completed to date and those scheduled for completion; (iv) resources available to deliver services, including staff and structure, technology and budget, identification of constraints affecting delivery and institution of corrective actions; (v) prepare high level presentations and briefs upon demand; (vi) carry out HCD and/or the State of California reporting obligations under the CDBG-DR grant.
  - 4) Contractor shall have knowledge and expertise in HUD's Disaster Recovery Grant Reporting System (DRGR System) and its five (5) modules, i.e., (i) Admin Module – User management and monitoring; (ii) Action Plan Module – Funded project and activities; (iii) Drawdown Module – Access grant fund and program income; (iv) QPR Module – Report accomplishments; (v) Reports Module – Data analytics tool (MicroStrategy). Contractor shall assist HCD with programming and executing reporting requirements through the DRGR System and through any other federal reporting system required by the federal government.
  - 5) HCD is establishing a web-based grants management system. HCD will make it available to the selected Contractor(s) and other authorized users via the Internet.
  - 6) The selected Contractor(s) will be required to upload documents to the system for all Grantees with grant management service/task requests.
  - 7) HCD is not responsible for providing desktop hardware or software, peripheral equipment, or user Internet connectivity.
  - 8) Contractor shall assist HCD with CDBG-DR reporting requirements for the State, including but not limited to the Annual Report for the legislature.
  - 9) Contractor shall have expertise in disaster recovery data management and assist HCD in in developing and implementing best practices for data management.
  - 10) Contractor shall ensure that all CDBG-DR grant information including, but not limited to, financial information, is available at all times in one comprehensive, secure, and user-friendly electronic environment.

## EXHIBIT A

Financial information includes, but is not limited to, budgeted amount for each eligible activity, CDBG-DR funds drawn to date, CDBG-DR funds expended to date and contract burn-rate reports for all contractors including the Contractor.

- 11) Contractor shall assist HCD and its procured public relations firm, if any, in content preparation for external communications, including, news releases, conferences and web content in relation to CDBG-DR and/or any of the other initiatives that may be pursuant to this contract.

### E. Trainings and Supervision

- 1) Contractor shall conduct periodic trainings to local jurisdiction staff and/or to municipalities, partners, subrecipients, subgrantees, contractors and managers, as needed, to ensure compliance with funding regulations and requirements, including, CDBG-DR grant and local administrative practices, to meet performance objectives and ensure adherence to all applicable regulations and requirements. When major changes in policy or requirements occur, Contractor shall prepare the necessary training materials and effectively communicate the changes.
- 2) Support, assist and build HCD capacity in monitoring, supervising and evaluating the CDBG-DR Program Manager(s) and staff and shall provide oversight, guidance and technical expertise to CDBG-DR Program Manager(s).
- 3) Contractor shall ensure, monitor and oversee, through the qualified personnel or staff: (i) OSHA/CalOSHA compliance and supervision of job site safety; (ii) environmental assessments, when and where needed, are completed; (iii) fraud prevention and abuse practices are in place and being implemented; (iv) local and federal permit(s) clearance; (v) Wildland-Urban Interface (WUI) construction codes (CAL FIRE's Chapter 7A) are being required and met in all CAL FIRE High Fire Zones where CDBG-DR funds are being used for construction ; (vi) environmental compliance; (vii) submission of all HUD required forms.
- 4) Contractor shall ensure and build HCD capacity to ensure municipalities, partners, subrecipients, subgrantees, contractors and managers comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act, Fair Housing and Equal Opportunity Standards and all other applicable federal, and state laws and regulations pertaining to labor standards insofar as those acts apply to the performance of their respective contracts or agreements.

## EXHIBIT A

- 5) Contractor shall ensure and build HCD capacity to ensure that all municipalities, partners, subrecipients, subgrantees, contractors, managers, and any entities receiving CDBG-DR funds are aware of and are compliant with any regulatory requirements associated with the funds.
- 6) Support, assist and build HCD capacity in the evaluation of applications by municipalities, partners, subrecipients and/or subgrantees including, but not limited to, eligibility and prioritization and that applicant files are complete and maintained as part of the document control and management system. Contractor shall monitor and build HCD capacity to monitor municipalities, partners, subrecipients and/or subgrantees receiving CDBG-DR funds to meet the accounting, transparency, reporting, job creating, contracting and any other applicable requirements through proper oversight, outreach and technical assistance.

### F. **Risk Management Assessments**

Contractor shall provide risk management assessments in relation to the CDBG-DR grant.

### G. **Reviewing, Processing, Tracking and Monitoring of Invoices and Requests for Payments**

Contractor shall review, process, track and monitor, and build HCD capacity to review, process, track and monitor all invoices and/or requests for payments for other contractors under CDBG-DR, and forward the results of the reviews and processes to HCD and discuss, advise, and capacity build HCD as necessary.

### H. **Closeout and Other Grant Management Duties**

- 1) Contractor shall assist in all project/program closeout tasks and submissions and ensure that all closeout documents are prepared and submitted as required. Contractor shall ensure that compliant procedures are followed with documents maintained and provided in order to satisfy HUD and other federal audit requirements, resulting in an audit financial report of all CDBG-DR related activities, including electronic copies of all supporting documents.
- 2) Contractor shall perform any other grant management duty or need, when requested, in order to assure compliance with CDBG-DR grant, HUD and/or any other applicable federal and local requirements, rules and regulations and/or HUD requests under the grant. Contractor shall also provide additional resources, as requested, to appropriately and timely respond to any other grant management duty or need.

## EXHIBIT A

### I. State Implemented Activities

- 1) The tasks described herein shall also be available for programs or projects implemented directly by the State, on an as needed basis.
- 2) Programs which are entirely or in part implemented by the State, the Contractor may be requested, on an as needed basis as directed by HCD, to provide additional support activities in the implementation of programs, including but not limited to community planning, outreach and associated services, conducting on-site and remote interviews of stakeholders, assisting with public participation requirements and assisting with property acquisition issues.

### J. Reporting and Program Controls

- 1) Provide a functional organization structure with proper administrative oversight.
- 2) Submit monthly invoices including individual time sheets, if required, and evidence indicating the percent of work complete for each task order.

### K. Other

- 1) The Contractor(s) may be required to perform language translation for documents and in public meetings, labor compliance reviews; review and approval of project plans, cost estimates, bidding documents and advertisements, and construction contracts and change orders on behalf of HCD; as well as production of cost reasonableness evaluations.
- 2) Additional work effort will be determined on a case-by-case basis and may include CDBG-DR compliance monitoring of any program funded with CDBG-DR.

### L. Service/Task Request and Budget Control System and Deliverables

- 1) Contractor shall support and advise HCD on the best method(s) for managing work, services, and budget. This may include development and implementation of a task order system or some such other system. Requests for services will describe the scope of work, deliverables, budget, and schedule.
- 2) Contractor shall provide full policies, procedures, forms and training for any work and budget management control system to be implemented.

**EXHIBIT A**

- 3) The form that HCD implements to standardize Requests for Services, shall be used and the completion of each request form shall constitute a separate deliverable.

**5. Effective Date and Term**

- A. This Agreement is effective upon California Department of General Services (DGS) approval. No services shall be provided before approval by DGS, or after the termination date. The termination date of this Agreement is October 31, 2022.
- B. The term of this Agreement shall commence on the Agreement Execution Date by DGS, and span three (3) years, with six (6) one (1) year optional extensions not to exceed a total of nine (9) years. The optional extensions may be executed in varying intervals.
- C. HCD reserves the right to amend this Agreement at any time during the term of the Agreement, or extend the term of this Agreement, should it become necessary. Amendments to this Agreement will be in effect upon approval by DGS.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Agreement Amount**

The total amount of this Agreement shall not exceed ~~\$7,455,905.00~~ **13,643,173.00**.

- The total amount for work under the grants (CDBG-DR, CDBG-DR Infrastructure, CDBG-Mitigation) for 2017 disasters shall not exceed \$7,455,905.00.
- The total amount for work under the grant (CDBG-DR) for 2018 disasters shall not exceed \$6,187,268.00.

**2. Budget Detail**

2017 **and 2018** CDBG-DR Grant Management Contract Key Personnel and Labor Classifications- June 2020

GCR Team - Key Personnel		
Team Member	Labor Classification	Hourly Rate
Ted Guillot	Director	\$280.00
Adrienne Duncan	Project Manager	\$185.00
Colin Bailey	Project Manager	\$185.00
Whitney Roche	Programmatic SME	\$215.00
Doug Ongie	Programmatic SME	\$215.00
Dionne Roberts	Regulatory SME	\$235.00
Randall Mullen	Regulatory SME	\$235.00
Rudy Munoz	Regulatory SME	\$235.00
Tyler Bridges	Sr. Grant Manager	\$175.00
Clint Whited	Programmatic SME	\$215.00

Labor Category	Hourly Rate
Regulatory SME	\$235.00
Programmatic SME	\$215.00
Sr. Grant Manager	\$175.00
Grant Manager	\$145.00
Grant Analyst	\$125.00
Senior Technical Advisor	\$165.00
Associate	\$90.00
Financial Analyst	\$95.00
IT Specialist	\$85.00
Communications Specialist	\$150.00

## EXHIBIT B

Travel expenses are not provided. Any travel costs incurred are part of the total cost above.

- A. \*Other Direct Costs are limited to translation services of vital documents in compliance with federal regulations and HCD's Citizen Participation Plan. Unless otherwise directed by HCD, vital documents will be translated into Spanish and interpreter services in American Sign Language and Spanish will be made available for public meetings, additional ODCs must be pre- approved by HCD.
- B. Supplies not individually listed within Other Direct Costs, or otherwise approved by the State, shall be provided by the Contractor at its own cost.

### 3. Invoicing and Payment

- A. Contractor shall invoice on a monthly or quarterly basis, with the total of all invoices not to exceed the amounts shown in Section 2, Budget Detail of this Exhibit.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, and satisfactory supporting documentation. HCD agrees to compensate the Contractor the invoiced amount.
- C. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.
- D. Invoices Submission for Contracts Managed Through Grants Network:
  - 1) The vendor must set up an account in the Grants Network system at [www.gn.ecivis.com](http://www.gn.ecivis.com). The program link will be provided after contract execution.
  - 2) Invoices shall be submitted through the vendor's Grant Network account and will include all supporting documentation as an upload in the Financial Report (reimbursement request).
  - 3) Supporting documentation must include:
    - a) Invoice summary which include:
      - The performance period,
      - Contract number,
      - Purchase order number,

## EXHIBIT B

- Names of worker's being included in the invoice broken out by task line item. Their total hours by task must be clear.
  - The total amount being invoiced
- b) Official timesheets for every person (vendor staff and subcontractors) included on the invoice. The timesheet must clearly show the worker's name and hours worked for each day.
- c) A clear crosswalk of deliverables/accomplishments for which time is being billed, with a narrative explaining what work was being done during the time being billed. Generally, this is shown as a grid with column headings such as: Date, Task, Employee, Description of Services and Hours.
- d) The timesheets and the crosswalk must match staff, tasks, hours, costs and performance period being billed.

### 4. **Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD or offer an agreement amendment to Contractor to reflect the reduced amount.

### 5. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.



**EXHIBIT D**

**HCD ADDITIONAL CONTRACT TERMS**

**PERSONAL/CONSULTING SERVICES (Rev. 10/28/20)**

**1. Interpretation**

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and exhibits or attachments shall be resolved in favor of the GTC – 04/2017.

**2. Publications and Reports**

- A. Unless otherwise provided for in this Agreement, Contractor shall:
- 1) Incorporate any comments or revisions required by HCD into any publication or report and shall not publish any material until it receives final written HCD approval from the Contract Manager.
  - 2) Furnish one copy of each publication and report required plus one reproducible original. Any publication or report produced in PDF must be supplied to HCD in an unlocked, Word or Excel format.
- B. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
- C. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior written HCD approval is granted.
- D. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

**DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT  
TITLE OF PUBLICATION  
BY (CONTRACTOR)**

- E. HCD retains ownership of and reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Agreement.
- F. If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).

## EXHIBIT D

### 3. Progress Reports

Except as otherwise specified, in writing, by HCD, Contractor shall provide a progress report in writing once a month. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports or interim findings, and an opportunity to discuss any difficulties or special problems so that remedies can be developed as soon as possible.

### 4. Presentation

Upon HCD's request, Contractor shall meet with HCD to present any findings, conclusions and recommendations required per this Agreement.

### 5. Report Delivery

All reports, or other communications except invoices, are to be delivered to the Contract Manager, as outlined in Exhibit A.3.

### 6. HCD Staff

HCD staff shall be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this regard, HCD staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

### 7. Confidentiality of Data and Documents

- A. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without the express prior written permission of the Contract Manager.
- B. Permission to disclose information or documents on one occasion, or public hearings held by HCD relating to the same, shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, who will be involved in the performance of this Agreement, to agree, in writing, to the above terms in an HCD approved form. Contractor shall supply HCD with evidence of the employee or officer's signature on the HCD form.

## EXHIBIT D

- E. To the extent that HCD has approved the use of subcontractors in this Agreement, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
- F. Contractor may, at its own expense, and upon written approval by the HCD Contract Manager, publish or utilize, 90 days after any data or document submittal to HCD per this Agreement has become a part of the public record and shall include the following legend:

### Legal Notice

This report was prepared as an account of work sponsored by HCD but does not necessarily represent the views of HCD or any of its employees except to the extent, if any, that it has formally been approved by HCD. For information regarding any such action, communicate directly with HCD at P.O. Box 952050, Sacramento, California, 94252-2050. Neither HCD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document, nor does any party represent that use of the data contained herein would not infringe upon privately owned rights.

## 8. Provisions Relating to Data

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may be, for example, document research, experimental, developmental or engineering work; or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections, extrapolations of data or information, etc. It may be in machine form, punched cards, magnetic tape, computer printouts, or retained in computer memory.
- B. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Agreement is commenced.
- C. "Generated data" is that data which the Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at HCD's expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

## EXHIBIT D

- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to HCD, in accordance with the terms of this Agreement. Such data shall be the property of HCD.
- E. "Generated data" shall be the property of HCD unless and only to the extent that it is specifically provided otherwise herein.
- F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after acknowledged receipt by HCD of the final report or termination of this Agreement and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Agreement, whichever is later.
- G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 30 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Agreement, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.

### 9. Amendments

Amendments to this Agreement are allowed and shall follow the rules and guidelines outlined in the current State Contracting Manual (SCM) Vol 1, including but not limited to the following:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager. However, the term of this Agreement or contract amount may only be changed by formal amendment.
- B. HCD reserves the right to amend this Agreement at any time during this Agreement term, should it become necessary to complete the agreed upon Work outlined in the Original Agreement and upon approval by HCD/DGS.
- C. Dollar amount and timeframe shall be determined based on the procurement method used.

## EXHIBIT D

### 10. **Approval of Product**

Each product to be approved under this Agreement shall be approved by the Contract Manager. HCD's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.

### 11. **Substitutions**

Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval. Notice to either party may be given by email as provided in Exhibit A.3. Such notice shall be effective when received as indicated on email. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

### 12. **Waiver**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of HCD to enforce at any time the provisions of this Agreement, or require at any time performance by Contractor of any provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce said provisions.

### 13. **Agreement is Complete**

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

### 14. **Captions**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

### 15. **Public Hearings**

If public hearings on the subject matter dealt with in this Agreement are held within one year from this Agreement's expiration date, the Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. HCD will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by HCD.

## EXHIBIT D

### 16. **Force Majeure**

“Force Majeure” is an unforeseeable event outside of a party’s reasonable control which prevents or delays performance of that party’s obligations under this Agreement. Such event does not include the normal risks a party assumes when it enters a contract. A Force Majeure event is a natural disaster such as an earthquake, flood, hurricane, pandemic, an Act of God, act of war, act of public enemies of this state or of the United States, or other similar event.

Force Majeure also includes actions or measures taken by any governmental authority, including executive orders, public health orders, other governmental orders, laws, regulations, or other government actions taken in response to a “Force Majeure” event, such as a quarantine or other restriction which prevents or delays the performance of a party’s obligations under this Agreement.

The party asserting “Force Majeure” must give notice to the other party to this Agreement within ten (10) days of the occurrence of the Force Majeure event, notice to be given in accordance with the notice provisions of this Agreement. Such notice must include a description of the Force Majeure event, how said event has prevented or delayed the party’s ability to perform its obligations under this Agreement, a description of reasonable measures the asserting party proposes to take to resume performance of its obligations under this Agreement, and a date by which the party anticipates it will resume performance of its obligations.

### 17. **Permits and Licenses**

Contractor shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and give all notices necessary and incident to the lawful prosecution of the work. Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify HCD in writing.

### 18. **Litigation**

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-04/2017) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor’s expense, information and assistance both necessary and available for such

## EXHIBIT D

defense. The failure of HCD to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

The Contractor shall immediately notify HCD of any claim or action against it, which affects or may affect this Agreement, the terms and conditions hereunder, or HCD, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of HCD.

### 19. Insurance Requirements

A. The Contractor shall not commence performance, on-site at any HCD property, under this Agreement until the Contractor has provided HCD with a certificate of insurance stating that there is liability insurance presently in effect for the Contractor with a Combined Single Limit (CSL) of not less than \$1M per occurrence and the following:

- 1) Commercial General Liability: \$1M per occurrence bodily injury, property damage and products and completed operations, \$2M general aggregate.

The certificate holder should be:

California Department of Housing and Community Development  
2020 West El Camino Avenue  
Sacramento, CA 95833

- 2) Description of Operations should read:

The certificate of insurance must include the following provision: *The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for HCD under this contract.*

- 3) The Contractor shall provide written notice to HCD within two (2) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- 4) Contractor must maintain Worker's Compensation insurance for all employees that are participating in the work contemplated by this Agreement.

### 20. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement and remainder of

## EXHIBIT D

this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed to be severable.

### 21. Disputes

- A. Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of by mutual agreement of all parties shall be decided via a two-tier resolution process. First, the parties with a dispute will present their dispute documentation to the Contract Manager for review and resolution. If the dispute cannot be resolved by the Contract Manager, then it will be presented to HCD's Deputy Director or designated Executive staff. The decision of the Deputy Director/Executive staff shall be final, conclusive and binding on both parties.
- B. Contractor shall continue to perform its obligations under this Agreement during any dispute, unless HCD directs otherwise.
- C. In the event of any litigation, proceeding or dispute arising out of this Agreement or the need to interpret any language or provision of this Agreement, California law will apply and California courts will decide all such matters as the exclusive forum for such matters.

### 22. Suspension or Termination

#### A. Suspension of Work:

The Director or Acting Director of HCD, or his/her designee, by written order may suspend the work of the Contractor, or any portion thereof, for any period up to ninety (90) days, as the Director or his/his designee may deem necessary and for any reason. Any equitable adjustment shall be made in the delivery schedule or contract price, or both, and this Agreement shall be modified in writing accordingly if the stop work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this Agreement. In any event, the final total of additional payments shall not exceed the sum provided for in this Agreement unless this Agreement is amended in writing in advance.

#### B. Termination at Option of State:

This Agreement may be terminated at any time, in whole or in part, upon ten (10) calendar day's written notice by HCD, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event HCD terminates all or a portion of this Agreement for any reason, it is understood that HCD will provide payment to Contractor for satisfactory



## EXHIBIT D

services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to said termination, which are not included in charges for services rendered prior to termination, and which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum contract amount.

### C. Termination for Default:

The Director or his/her designee may, by three-day written notice to the Contractor, and without any prejudice to HCD's other rights or remedies, terminate this Agreement in whole or in part because of the failure of the Contractor to fulfill its contract obligations. Upon receipt of any notice terminating this Agreement in whole or in part, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise); and (2) deliver to HCD's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated or generated by the Contractor in performing under this Agreement, whether completed or in progress. In such an event, HCD shall pay the Contractor only the reasonable values of the services rendered to date. At the sole discretion of HCD, HCD may offer an opportunity to cure any breach(es) prior to terminating for a breach.

### D. Termination Due to Bankruptcy:

In the event proceedings in bankruptcy are commenced by or against the Contractor, or the Contractor is adjudged bankrupt or a receiver is appointed, the Contractor shall notify HCD immediately in writing and HCD may terminate this Agreement and all further rights and obligations by giving three (3) days' notice in writing in the manner specified herein.

### E. Convenience:

If after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been made for the convenience of HCD.

### F. Cumulative Remedies:

The rights and remedies of HCD provided in this Agreement are in addition to any other rights and remedies provided by law.

### G. Completion:

In the event of termination for default, HCD reserves the right to take over and complete the work by contract or other means. In such case, Contractor is liable to HCD for any additional costs incurred by HCD to complete the work.

## EXHIBIT D

### H. Threats to HCD employee(s):

Contractor agrees to be fully responsible to HCD for the acts and omissions of Contractor's subcontractors and any other persons directly or indirectly employed by Contractor or any of its subcontractors. Note: The word 'acts' in the preceding sentence includes any threat, whether real, implied, apparent or perceived, made to an employee of the State of California. Any such threat will be grounds, in HCD's discretion, to terminate this contract."

### 23. **Public Contract Code**

The Contractor is advised that provisions of Public Contract Code Sections 10335 through 10381 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

### 24. **Evaluation of Contractor's Performance (STD 4 - Contract/Contractor Evaluation)**

The Contractor's performance under this Agreement will be evaluated by HCD upon completion of this Agreement. A copy of the written evaluation will be maintained in this Agreement's contract file and may be submitted to the Department of General Services, Office of Legal Services.

### 25. **Priority Hiring Considerations for Contracts Exceeding \$200,000.00**

If this Agreement includes services in excess of \$200,000.00, the Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200, in accordance with Public Contract Code §10353.

### 26. **Potential Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between HCD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to HCD for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.
- B. No work shall be subcontracted without the prior written approval of HCD. Upon the termination of any subcontract, HCD shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of this Agreement and its attachments in addition to any other relevant terms and conditions.
- C. Contractor's obligation to pay its subcontractors is an independent obligation from HCD's obligation to make payments to the Contractor. As a result, HCD shall have no obligation to pay or to enforce the payment of any moneys to any

## EXHIBIT D

subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

- D. When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the “total” price of this Agreement.
- E. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of this Agreement. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.
- F. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

### 27. **Disabled Veteran Business Enterprises (DVBE)**

If required in the Bid package and subsequent agreement, Contractor shall comply with the DVBE participation goal, in accordance with the provisions of Public Contract Code §10115 et seq.

### 28. **Conflict of Interest Clause**

#### A. **Purpose**

The purpose of this clause is to ensure that the Contractor (1) is not biased, or in any way appear to be biased, in the performance of its duties under this Agreement due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under this Agreement, (2) does not receive any improper gain or financial or other benefits as a result of performing the work required by this Agreement, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this Agreement.

#### B. **Conflicts of Interest**

Contractor represents, warrants, and covenants to HCD as follows:

- 1) **No Current or Prior Conflicts of Interest.** Contractor has no business, professional, personal, or other interests or relationships, including but not

## EXHIBIT D

limited to, the representation of current or prior clients that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.

- 2) **Prohibition on Conflicts.** Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.
- 3) **Notice of Conflict.** If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.
- 4) **Termination for Material Conflict.** If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

**EXHIBIT E**  
**CDBG-DR TERMS AND CONDITIONS**

**1. Required Insurance Certificates**

A. Prior to executing this Agreement, the Contractor shall provide the Department with current insurance coverage certificates evidencing the following types of insurance as required by Federal and California regulations and outlined in Exhibit D:

- Worker's compensation insurance

B. Insurance shall be in force during the entire term of this Agreement, shall be the Contractor's sole cost, and shall be in such amounts as the Department deems necessary.

**2. Required Dun and Bradstreet DUNS Number**

Prior to executing the Agreement, Contractor shall provide Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, state recipients, subrecipients and contractors to provide DUNS numbers for their agency.

**3. Debarment and Suspension**

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under this Agreement, contractors and subcontractors will have their debarred status checked on the government wide exclusions in the SAM.

**4. Required Federal Language from 2 CFR Part 200 Appendix II**

The Department is required to have this language in all CDBG-DR agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG-DR funding to have this language in their agreements.

A. Remedies:

Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.

B. Suspension or Termination for Cause and Convenience:

See GSPD – 401IT, General Provisions – Information Technology (GPIT),

## EXHIBIT E

Sections 21, 22, 23 and 45 for Suspension of Work and Termination provisions.

- C. Non-Discrimination Language (41 CFR Part 60-1.4(b)):  
Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- D. Clean Air Act and the Federal Water Pollution Control Act:  
This Agreement is subject to the requirements of the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of \$150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment  
Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor must certify 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 contract award covered by the above referenced Amendment. The Contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.
- F. Procurement of Recovered Materials  
A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must 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 CFR 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 program for procurement of recovered materials identified in the EPA guidelines.

## EXHIBIT E

### G. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with 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 regulation issued by the awarding agency.

### 5. **Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials**

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section. It is further required that this stipulation be included in all subcontracts to this contract.

### 6. **Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

### 7. **Compliance with State and Federal Laws and Regulations**

The Contractor is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG-DR program.

A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the contractor, its subcontractors, and any other State provisions as set forth in this Agreement.

## EXHIBIT E

- B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG-DR appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

### 8. Access to Records and Record Retention

Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three years after receiving final payment from HCD and all other pending matters are closed.

### 9. Energy Policy and Conservation Act

This agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 10. Administrative and National Policy Requirements

Certain Administrative and National Policy Requirements apply to all HUD programs, see the CDBG-DR related Federal Register Notices on HUD's website. Any party involved in the CDBG-DR grant work whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

### 11. Use of Funds

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to **wildfires, mudflows, and flooding in 2017, and wildfires in 2018.** ~~Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013.~~ The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

### 12. Applicable Statutory and Regulatory Requirements

- A. All recipients of CDBG-DR grants are subject to: (1) the requirements of the applicable Appropriations Act; **and (2) applicable Federal Register Notices,** **and (23)** applicable regulations governing the CDBG program at 24 CFR



**EXHIBIT E**

part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.

- ~~B. Note that the Office of Management and Budget (OMB) published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.~~

**EXHIBIT F**

**ASSIGNMENT OF CONTRACT**

THIS AGREEMENT OF ASSIGNMENT OF CONTRACT ("Assignment") is made and entered into this — day of January, 2021, by and between GCR, Inc. a Louisiana corporation ("Assignor"), and MB3 Inc., a Delaware corporation, which is registered as a foreign corporation in the State of California under the name MB3 Inc. Which Will Do Business In California As Matt Blakely Three, Inc. ("Assignee") (collectively herein as "the Parties").

**WITNESSTH:**

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Parties hereto, Assignor assigns, conveys, and transfers to Assignee all of Assignor's interest, rights, benefits, and privileges and all of Assignor's duties, liabilities, and obligations under, or arising in connection with the Contract between Assignor and California Department of Housing and Community Development ("HCD" or "Department") of the CDBG-DR Prime Grant Management Services Contract and associated contracts, as the same may have been amended from time to time (the "Contract").

Assignee, for itself and its successors and assigns, hereby agrees to succeed to and to assume all of Assignor's rights, benefits, and privileges, and covenants to pay or perform, or to cause to be paid or performed, and otherwise to discharge or cause to be discharged, all of Assignor's duties, liabilities, and obligations under, or arising in connection with, the Contract.

Assignor and Assignee agree that this Assignment shall be governed by the laws of California and, further, each agrees to submit to the subject matter and personal jurisdiction of the courts of that state.

Subject to the provisions hereto, this Assignment shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto, and, in the case of Assignee, its successors and assigns. This Assignment is the entire agreement of the Parties on the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Assignor and Assignee with respect to the subject matter hereof. In addition, this Assignment may not be modified or amended unless agreed by the Parties, reduced to writing, signed by both the Assignor and Assignee, and prior written consent is received from HCD. Further, if any part of this Assignment is adjudged invalid, illegal or unenforceable, the remaining parts shall not be affected and shall remain in full force and effect.

The Assignment shall be effective December 15, 2020.

**EXHIBIT F**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, by and through the duly authorized corporate officers of each, on the date written.

**GCR, Inc., a Louisiana corporation**

Signature: *Brittany Leonard*

Print: Brittany Leonard

Title: Corporate Counsel

**MB3, Inc., a Delaware corporation,**

registered as a foreign corporation in California as

MB3 Inc. Which Will Do Business As Matt Blakely Three, Inc.

Signature: *Brittany Leonard*

Print: Brittany Leonard

Title: Corporate Counsel

**CONSENT TO ASSIGNMENT**

GCR, Inc. a Louisiana corporation ("Assignor") hereby requests the California Department of Housing and Community Development ("HCD" or "Department") consent to the foregoing assignment of CDBG-DR Prime Grant Management Services Contract ("Contract"), and HCD hereby grants its consent to that assignment. In consideration whereof, Assignor represents and warrants to the HCD that Assignee has all rights, title, and interests necessary to perform all its duties and responsibilities as originally required under the Contract. Assignor further represents and warrants that Assignee has all necessary financial resources, personnel, technical skills, and experience necessary to fully perform all duties, tasks, and services as originally required under the Contract.

IN WITNESS WHEREOF, Assignor and HCD execute this Consent to Assignment, by and through their respective duly authorized corporate officers, on the date written.

**EXHIBIT F**

**GCR, Inc., a Louisiana corporation**

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

Print: Brittany Leonard

Title: Corporate Counsel

**California Department of Housing and  
Community Development, a public  
agency of the State of California**

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_