

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 20 PAGESAGREEMENT NUMBER
19-CDBGDR-13032AMENDMENT NUMBER
3Purchasing Authority Number
2240

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development (HCD)

CONTRACTOR NAME

MB3 Inc.

2. The term of this Agreement is:

START DATE

10/29/2019

THROUGH END DATE

10/31/2025

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

\$13,864,018.00

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:

This amendment extends the term through 10/31/2025 and adds State funds in the amount of \$220,845.00 regarding the new requirement for California's allocation of 2020 CDBG DR/MIT grant in response to the 2020 wildfires. In order to access this new grant, HCD must produce a new Action Plan document and revise the Certification and Implementation Plan for HUD's review and approval. The deliverables are associated with this requirement.

Exhibit A, Authority, Purpose and Scope of Work is hereby deleted in its entirety and replaced with a new Exhibit A, Authority, Purpose and Scope of Work, (Rev. 03/02/22) attached hereto and made a part hereof. Additions are in bold and deletions are stricken through.

Exhibit B, Budget Details and Payment Provisions is hereby deleted in its entirety and replaced with a new Exhibit B, Budget Details and Payment Provisions, (Rev. 03/02/22) attached hereto and made a part hereof. Additions are in bold and deletions are stricken through.

Exhibit E, CDBG-DR Terms and Conditions is hereby deleted in its entirety and replaced with a new Exhibit E, CDBG-DR Terms and Conditions, (Rev. 03/02/22) attached hereto and made a part hereof. Additions are in bold and deletions are stricken through.

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

CITY

Metairie

STATE

LA

ZIP

70002

PRINTED NAME OF PERSON SIGNING

Angele C. Romig

TITLE

Divisional Chief Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

aromig

Digitally signed by aromig
Date: 2022.03.08 15:35:46 -06'00'

DATE SIGNED

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

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AGREEMENT NUMBER 19-CDBGDR-13032	AMENDMENT NUMBER 3	Purchasing Authority Number 2240
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of Housing and Community Development				
CONTRACTING AGENCY ADDRESS 2020 West El Camino avenue, Suite 130		CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Melissa Cisneros		TITLE Section Chief, Contract Services Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE Melissa Cisneros		DATE SIGNED 3/11/2022		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		

Digitally signed by Melissa Cisneros
Date: 2022.03.11 15:54:32 -08'00'



EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. MB3 Inc. **dba Civix**, hereafter referred to **in this Agreement** as the (“Contractor” or “MB3”), agrees to provide to the Department of Housing and Community Development, hereafter referred to **in this Agreement** as the (“HCD” or “Department” or “the State”) 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:

Department of Housing and Community Development	MB3 Inc.
Section/Unit: Division of Financial Assistance	Project Manager: Angele C. Romig
*Contract Manager: Sue Naramore	Title: Divisional Chief Executive Officer
Address: 2020 West El Camino Avenue, Suite 200 Sacramento, CA 95833	Address: 3300 West Esplanade Ave. Metairie, LA 70002
Bus. Phone No.: (916) 263-0371	Bus. Phone No.: (504) 304-2500
Email: susan.naramore@hcd.ca.gov	Email: aromig@gocivix.com

**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.*

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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 **as outlined below, and potentially the same services to accommodate other similar programs yet to be defined, including programs occurring as a result of past and future disasters or other federally funded initiatives.** 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;

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- b) ensuring responsible and accountable use of grant funds;
 - c) ensuring that CDBG-DR funds are not being comingled with non CDBG-DR funds;
 - 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;

EXHIBIT A

- 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 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

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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 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

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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, 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

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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 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.

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- 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. 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.

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- 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.
- 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

EXHIBIT A

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.

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

EXHIBIT A

- 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.
- 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 as 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, ~~2023~~ **2025**.
- B. The term of this Agreement shall commence on the Agreement Execution Date by DGS, ~~and span three (3) years~~, with ~~six (6)~~ **four (4)** one (1) year optional extensions not to exceed a total of nine (9) years **from the effective date of October 29, 2019**. 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 ~~\$13,643,173.00~~ **\$13,864,018.00**.

- The total amount for work under the grants (CDBG-DR, CDBG-DR Infrastructure, and CDBG-Mitigation) for 2017 disasters shall not exceed \$7,455,905.00.
- The total amount for work under the grant (CDBG-DR and **CDBG-MIT**) for 2018 disasters shall not exceed \$6,187,268.00.
- The amount of State funding shall not exceed **\$220,845.00**.

The addition of the 2020 Action Plan work will be carried out under the current Scope of Work in this contract. The additional funding simply provides state resources to avoid using the limited federal administration funding HCD currently has. The 2020 Action Plan Work will be carried out under a separate task order and will be invoiced as such.

2. **Budget Detail**

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

MB3 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

EXHIBIT B

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

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 **is 0000005641** ~~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:

EXHIBIT B

- 1) The vendor must set up an account in the Grants Network system at 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 includes:
 - The performance period,
 - Contract number,
 - Purchase order number,
 - 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.

EXHIBIT B

- 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 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:

EXHIBIT E

See GSPD – 401IT, General Provisions – Information Technology (GPIT), Sections 21, 22, 23 and 45 for Suspension of Work and Termination provisions

- C. Non-Discrimination Language from 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, **and any additional or subsequent disasters that are covered by this Agreement, as applicable, and within the Scope of Work set forth in Exhibit A of this Agreement.** The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.

EXHIBIT E

12. Applicable Statutory and Regulatory Requirements

- A. All recipients of CDBG-DR grants are subject to: (1) the requirements of the applicable Appropriations Act; (2) applicable Federal Register Notices, and (3) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD or other applicable Federal Register Notices.