

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16-NDR-11271
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 CONTRACTOR'S NAME
GCR Inc.
- The term of this Agreement is: **February 1, 2017, or upon DGS approval, whichever is later, to January 31, 2019**
- The maximum amount of this Agreement is: **\$ 489,779.00**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A -	Authority, Purpose and Scope of Work	8 page(s)
Exhibit B -	Budget Detail and Payment Provisions	3 page(s)
Exhibit C -	State of California General Terms and Conditions*	GTC -610
Exhibit D -	HCD Additional Contract Terms	8 page(s)
Exhibit E -	CDBG-NDR Terms and Conditions	5 page(s)
Exhibit F -	GCR Terms and Conditions	2 page(s)
Attachment A -	Resumes	15 page(s)

TOTAL NUMBER OF PAGES ATTACHED: **41 page(s)**

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) GCR Inc.	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/9/17
PRINTED NAME AND TITLE OF PERSON SIGNING Angele C. Romig, Vice President	
ADDRESS 2021 Lakeshore Drive, Suite 500, New Orleans, LA 70122	
STATE OF CALIFORNIA	
AGENCY NAME Department of Housing and Community Development	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 2/23/17
PRINTED NAME AND TITLE OF PERSON SIGNING Synthia Rhinehart, Contracts Office Manager Business and Contract Services Branch	
ADDRESS 2020 West El Camino Avenue, Sacramento, CA 95833	

California Department of General Services Use Only

APPROVED

MAR 2 2017

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES



EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. GCR Inc., hereafter referred to as the (“Contractor”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”), the services (“Work”) as described herein. Work will be paid for with Community Development Block Grant National Disaster Resilience (“CDBG-NDR”) federal funding awarded by the United States Department of Housing and Urban Development (“HUD”) through the National Disaster Resilience Completion (“NDRC”).

In November of 2015, HCD submitted an application for funding under NDRC and was awarded approximately seventy million dollars to implement the Community and Watershed Resilience Program (“Program”) consisting of three project activities in Tuolumne County for resilient recovery from the Rim Fire, a federally declared disaster. The Program and its associated activities will assist in community recovery efforts and building resiliency for future disaster events. HCD coordinated the design of the Program and its three activities with 10 different local, state and federal contributors (“Core Team”). Some members of the Core Team will continue to provide guidance and support in the grant implementation processes for the Program and associated project activities. Four of the Core Team members will be direct recipients of CDBG-NDR funding (“Grantee”) via grant agreements with HCD. These Grantees shall be responsible for implementing the three activities. HCD will be responsible to HUD for grant administration and ensuring program and activity compliance with federal laws and regulations associated with NDRC funding. Contractor shall provide CDBG-NDR Technical Assistance (TA) and training to support HCD and the four Grantees in implementation of the three project activities.

2. The Work shall be provided onsite at HCD or Grantee offices or remotely as needed by Grantees and HCD, as detailed in the proposed Staffing Plan referenced in Section 5.A.1 of this Exhibit.
3. Work shall be provided during hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
4. The Representatives during the term of this Agreement will be:

Department of Housing and Community Development	GCR Inc.
Section/Unit: DFA/Contract Management	Section/Unit: N/A
*Contract Manager: Patrick Talbott	Project Manager: Nathan Cataline
Address: 2020 West El Camino Avenue, Suite 600	Address: 2021 Lakeshore Drive
Sacramento, CA 95833	New Orleans, LA 70122
Phone: (916) 263-2297	Phone: (504) 304-0687
Email: Patrick.talbott@hcd.ca.gov	Email: ncataline@gcrincorporated.com

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**HCD shall have the right to change the Contract Manager from time to time throughout the term of this Agreement. Such change shall not require the consent of Contractor. HCD shall 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 shall constitute an amendment to this Agreement.*

5. **Specifications and Detailed Description of Work**

Timelines presented for each Activity listed below is contingent upon the date of contract execution and a notice to proceed provided by HCD.

A. **Engagement Assignment 1: NDR Grant Management Initial Support: February 2017 – July 2017**

During this assignment the Contractor shall work with HCD to:

- 1) The Contractor shall review the status of all project pieces and develop, for HCD approval, a GCR Staffing Plan (“Staffing Plan”) that will detail the tasks, the GCR staff, and timing for Contractor’s staff to be onsite in California.
- 2) Update Grant Implementation Plan (“Plan”) provided in Contractor’s proposal, dated April, 2016, to reflect the current status of the HUD grant and the three project activities. The Plan will provide an overview for TA and training to be provided to HCD and Grantees, as listed in the Request for Proposal (RFP) and Contractor’s proposal. Specific training and TA tasks will be reviewed with HCD, Grantees and scheduling of work over the term of this Agreement will be set in the updated Plan. The Work described below provides an overview of TA and training to be provided. Contractor shall assign subject matter experts to assist HCD in implementing the identified TA tasks in the Plan.

Upon execution of this Agreement, the Contractor shall begin addressing HCD’s top priorities for TA work, which consists of:

- a) A review of Grantee Agreements to ensure HUD and CDBG-NDR compliance language is included prior to Grantee review and execution.
 - b) A review of project activity scopes of work (SOW), Grantee staffing, as well as associated budgets, for accuracy and sufficiency to carry out Grantee administration activities.
 - c) A HUD compliance review of HCD CDBG-NDR webpage, written resources, draft reporting forms and other grant administration work done to date by HCD and Grantees.
- 3) Software development will be conducted by the Contractor’s business analyst staff who will:
 - a) Meet with HCD and Grantee staff to complete a Business Requirements Inventory.

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- b) Develop a Business Requirements Document based on the Business Requirements Inventory referenced above.
 - c) Software will be developed to reflect the Business Requirements Document.
 - d) Conduct training on software usage for HCD and Grantees.
- 4) Contractor shall update other project management tools being used by HCD and Grantees. Updates will allow better coordination of HCD, Grantees and other Core Group members involved in the CDBG-NDR project development activities. Project management tools include:
- a) Microsoft Project software has been set up for the CDBG-NDR projects and Contractor shall update the work on MS Project to maximize benefit to HCD, Grantees and Core Group members.
 - b) In conjunction with the Sierra Nevada Conservancy, facilitate use of SharePoint website to maximize coordination efforts of HCD, Grantees and Core Group members.
 - c) Provide TA on use of other communication tools (video conference calls) and software programs to facilitate coordination and collaboration on CDBG-NDR projects.
- 5) Contractor shall assist HCD staff in TA and operation of HUD's Disaster Recovery Grant Reporting (DRGR) system. DRGR TA will be provided on the following tasks:
- a) Inputting HCD CDBG-NDR Action Plan.
 - b) Drawing down CDBG-NDR funding for eligible administration activities.
 - c) Inputting metric performance measures
 - d) Inputting weekly project update information into DRGR for quarterly reporting requirements.
- 6) Contractor shall assist HCD staff and Grantees in complying with federal and state procurement processes as part of securing third party services. These procurements may include services for labor standards construction monitoring; federal and state environmental review; communications/public outreach; and/or biomass development companies. These are services that are required to ensure full compliance with state and federal laws and regulations triggered by CDBG-NDR Program development and implementation. Procurement work consists of:
- a) TA on development of SOW and RFP.
 - b) Assistance with determining initial cost estimate for each RFP.

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- c) Assistance with creating outreach plan, ensuring a high number of responses.
 - d) Assistance with creating scoring methodology for proposals received.
 - e) Assistance with setting up files to ensure all state and federal compliance documents are collected.
- 7) Contractor shall coordinate with fiscal and program staffs at HCD and each Grantee to verify that proper, HUD compliant accounting and grant administration systems are in place. These systems will be reviewed for state and federal compliance and ensure accurate and timely tracking of CDBG-NDR eligible expenses and beneficiaries is realized. Fiscal and grant administration processes and files will be reviewed and set up in anticipation of HUD monitoring of grant activities. The Contractor's fiscal operations and programmatic organization work consists of:
- a) Review of accounting system practices and procedures with recommendations for updates/improvements.
 - b) Review of grant administration files and processes for documentation of federal and state compliance standards with recommendations for updates/improvements.
 - c) Assist with creating or updating required policies and procedures (i.e. public participation plan, affirmatively furthering fair housing plan, etc.).
- 8) Contractor shall assist HCD Contract Manager in coordinating meetings with Grantees and appropriate Core Team members to build consensus on project development processes and problem solving. Coordination work will consist of:
- a) Conducting creative problem solving exercises to provide development of SOW and RFP's.
 - b) Guide meeting discussions toward consensus building.

B. Engagement Assignment 1 Deliverables:

- 1) The Staffing Plan required by Section 5.A.1) of this exhibit and updated Grant Implementation Plan.
- 2) HCD CDBG-NDR Grant Agreements in compliance with HUD Standards.
- 3) Fully functional web based grant management software pursuant to the Business Requirements document.
- 4) Updated Project Management Tools, as applicable.

EXHIBIT A

- 5) DRGR system set up and operational to meet reporting requirements and deadlines, and grant funding draws.
- 6) Multiple procurement processes completed in compliance with state/federal standards.
- 7) HCD and Grantee fiscal and programmatic record keeping in compliance with HUD standards.
- 8) Grantee reporting requirements pursuant to the Grantee's Standard Agreement Terms and Conditions.
- 9) Coordinated bi-weekly meetings of HCD, Grantees and other Core Team members and stakeholders.

C. **Engagement Assignment 2: Project Design Implementation Support: July 2017 to Project Final Design - ongoing support during the project design phase.**

- 1) Contractor shall provide TA to Grantees on use of a project activity decision methodology. The methodology will help Grantees to maximize the benefits to local citizens from the project's development and operation. It will also ensure the benefits from the project will be in line with those proposed in the funding application made to HUD and the metrics listed in DRGR.
- 2) Contractor shall provide trainings and information on eligible costs for project activities during design stage to ensure federal compliance and to identify if other funding is needed as part of a project's development.
- 3) Contractor shall provide TA training to HCD and Grantees regarding each project activity's compliance requirements. Trainings on Federal and State Overlays, such as environmental reviews, labor standard compliance, relocation laws, fair housing and equal opportunity compliance and other compliance standards, will be provided based on initial design and site selection for project activities. These trainings will allow Grantees to plan for minimizing delays and anticipating federal overlay workload as part of final design and building out of the project. Contractor shall assist HCD and Grantees in setting up project files to capture overlay compliance documentation as well as help them to learn federal reporting requirements associated with all the different federal overlays.
- 4) Contractor shall assist Grantees with the development of citizen outreach and participation plans for each project. These plans will ensure that local and regional residents and stakeholders have input into the initial design and site selection for CDBG-NDR projects.

D. **Engagement Assignment 2 Deliverables:**

- 1) Provide training on eligible project activity costs and Federal and State Overlay compliance triggered by proposed project activities for HCD staff and Grantees.
- 2) Development and coordination of citizen outreach plan.

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E. **Engagement Assignment 3: Project Implementation Support: Project Final Design - ongoing support during the development and construction phase.**

- 1) Contractor shall provide TA to HCD and Grantees on best practices for management of project development. TA on this topic will be important as each of the project activities have their final design completed and are made ready for construction and implementation. Training on best practices will ensure project development timelines are maintained and project costs stay within budget.
- 2) Contractor shall provide TA to HCD and Grantees on Federal and State Overlay compliance monitoring required during project development. For example, HUD regulations require significant work be done on identifying and procuring low income eligible persons and businesses as part of CDBG funded activities to maximize the benefit of grant funds to local eligible low income persons and businesses.
- 3) Contractor shall assist HCD, Grantees and Core Group members in making the project activities replicable in other rural communities.

F. **Engagement Assignment 3 Deliverables:**

Develop and conduct trainings on Federal and State Overlay compliance, project monitoring and reporting for proposed projects.

G. **Engagement Assignment 4: Support on Annual Audits and Preparation for Monitoring and Close-out: On going annual audit support with monitoring and close-out preparation from August, 2018 to January, 2019.**

- 1) Contractor shall review annual audit processes with Grantees to ensure they conduct annual audits in compliance with federal and state regulations.
- 2) Contractor shall assist HCD in preparation for any federal or state monitoring or audit.
- 3) Contractor shall formalize the standard Agreement close-out process for Grantees and set up close out processes for HCD's grant contract with HUD.

H. **Engagement Assignment 4: Deliverables**

- 1) Annual audit compliance reviews.
- 2) Grant files organized and prepared for HUD monitoring.
- 3) Close out procedures are in place for Grantees and the project activities as well as procedures for close out of HUD grant.

EXHIBIT A

I. Performance Requirements/Milestones and Penalties

- 1) Per Federal Register Notice FR-5936-N-01, all Agreements which are paid for with NDR funding must have performance milestones and penalties. The performance milestones listed below are only for key components of the Work, therefore do not reflect all Work and deliverables listed above.
 - 2) The following are the performance milestones included in this Agreement:
 - a) Contractor staff will meet at least bi-weekly with HCD and Grantees during the term of the Agreement.
 - b) Within one month of signing this Agreement, Contractor shall complete a Business Requirements Inventory of HCD's file management and reporting needs. No later than one month after the Inventory is completed, then Contractor shall produce a Business Requirements Document for HCD's review. HCD and Contractor recognize and agree that the Business Requirements Document will contain requirements sufficient to permit HCD to track performance metrics, monitor status of projects and programs, create required reports, track contracts and Agreements, and manage the HUD allocation. Other requirements proposed in the Business Inventory may be deferred to complete the final software updates within the six month total schedule.
 - c) Within six months after execution of this Agreement, Contractor shall have assisted HCD in loading the grant's Action Plan into DRGR and trained HCD fiscal staff on how to effectively report accomplishments and draw federal funding down using the DRGR system.
 - d) Within six months after execution of this Agreement, Contractor shall assist HCD with finalizing reporting forms and processes and conduct trainings with Grantees to instruct them on how to complete and submit accurate and timely reports.
 - e) Within 12 months after execution of this Agreement, Contractor shall provide TA to Grantees which enables them to conduct the proper procurement, environmental review and other federal overlay processes needed for grant activity implementation.
 - f) Contractor staff will provide support and guidance to HCD staff on all public outreach and comment processes that take place during the term of this Agreement.
- J. HCD reserves the right to withhold ten percent of Contractor payment amount if any of the performance milestones listed above is not reached. Such retained amount shall be withheld until Contractor documents to the satisfaction of HCD that they have come into compliance with the performance measures. Contractor shall be excused from the performance obligations of Section I.1) above to the extent that Contractor's non-compliance is as the result of HCD failure to perform under this Agreement and such failure prevented contractor from timely satisfying the applicable performance milestone.

EXHIBIT A

HCD will use reasonable efforts to ensure Grantees and their subrecipients and contractors cooperate with Contractor in providing TA.

K. Effective Date and Term

- 1) This Agreement is effective February 1, 2017, or upon California Department of General Services (DGS) approval, whichever is later. The termination date of this Agreement is January 31, 2019 with the option for HCD to extend the term for one additional year using the same hourly consulting rates in Exhibit B. No services shall be provided before approval by DGS, or after the termination date.
- 2) HCD reserves the right to amend the Agreement at any time during the term of the Agreement, or extend the term of the Agreement, should it become necessary and upon approval by DGS.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed **\$489,779.00**.

2. Budget Breakdown

HCD is securing GCR with subcontractor, CB&I, to provide capacity building for HCD staff and Grantees. Increased capacity will result from training and technical assistance Work provided by staff listed below. Per the RFP, the Contractor shall provide up to 2,340 hours per year of staff time over the period of this Agreement at the rates specified below. Per the proposal, the Contractor shall provide a project manager who will serve as the primary coordinator for Contractor's delivery of TA and capacity building under the Agreement. Other GCR and CB&I staff listed below shall support the project manager and be used to directly provide training and technical assistance to HCD and Grantees and Core Group members.

HCD is also requiring the Contractor to provide a web based grant management software system. The Contractor shall provide a Business Analyst who will work with HCD staff and Grantees to design the grant management system that will allow for electronic reporting and tracking of beneficiaries.

GCR Staff	Title	Hourly Rate
Ted Guillot	Project Director	\$116.57
Robin Keegan	Senior Technical Advisor	\$206.40
Nathan Cataline	Project Manager	\$96.00
Matthew Batina	Business Analyst	\$105.00
Adrienne Duncan	Senior Technical Advisor	\$116.57
Kathleen Weissenberger	Senior Technical Advisor	\$116.57
Seth Magden	Senior Technical Advisor	\$116.57
CB&I Staff (Subcontractor)	Title	Hourly Rate
Jo Carol	CDBG-DR SME	\$150.00
Jordanna Rubin	Senior Manager	\$129.60
Jeffrey Daughters	Fiscal Manager	\$96.00
Angela Lawson	Senior Manager	\$129.60

Printing Costs (training materials, handbooks, etc.): Not to Exceed \$1,700.00

Misc. Office Supplies: Not to Exceed \$350.00

Grants Management System: Not to Exceed \$20,000.00

No reimbursements for travel costs are allowed.

EXHIBIT B

3. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount, minus any retention amount invoked by Exhibit A.I.3).
- B. All invoices shall include the Agreement number, the nature and sufficient detail of the services provided and shall be submitted in triplicate, not more frequently than monthly, in arrears, to:

Department of Housing & Community Development
2020 West El Camino Avenue, Suite 400
Sacramento, CA 95833
Attn: Patrick Talbott

4. Budget Contingency Clause

- A. All agreements/contracts, except for State construction projects that are funded in whole or in part by the Federal government, must contain a 30-day cancellation clause and the following provisions:
 - 1) It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
 - 2) This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year 2016-2017 for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
 - 3) The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
 - 4) The Department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.
- B. Exemptions from provisions 4.A.1) through 4.A.4) above may be granted by the Department of Finance provided that the director of the State agency can certify in writing that Federal funds are available for the term of the contract.
- C. GC § 8546.4(e) provides that State agencies receiving Federal funds shall be primarily responsible for arranging for Federally required financial and compliance audits, and shall immediately notify the Department of Finance, the State Auditor, and the State Controller when they are required to obtain Federally required financial and compliance audits.

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- D. It is mutually agreed that if the Budget Act and/or HUD's award to HCD 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.
- E. If funding for any fiscal year is reduced or deleted by the Budget Act and/or HUD's award to HCD 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

Reimbursement 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

1. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of the Agreement and exhibits or attachments shall be resolved in favor of the terms of the Agreement.

2. Publications and Reports

A. Unless otherwise provided for in the Agreement, Contractor shall:

- 1) Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
- 2) Furnish two copies of each publication and report required plus one reproducible original.

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 State 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. The State reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to this Agreement, and reserves the right to use and reproduce such materials.

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).

3. Progress Reports

Except as otherwise specified by HCD, Contractor shall provide for a progress report in writing or orally if approved by the Contract Manager at least 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.

EXHIBIT D

4. **Presentation**

Upon request, Contractor shall meet with HCD to present any findings, conclusions and recommendations required per Agreement. If set forth in this Agreement, Contractor shall submit a comprehensive final report. Both the final meeting and the final report must be completed on or before the date indicated in the Agreement.

5. **Report Delivery**

All reports, or other communications except invoices, are to be delivered to the Contract Manager, Department of Housing and Community Development, P.O. Box 952050, Sacramento, California, 94252-2050, or other location designated by the Contract Manager.

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 connection, 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 express 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 to the above terms in a form to be approved by HCD, and shall supply HCD with evidence thereof.
- 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. Ninety days after any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so at its own expense and upon approval by the Contract Manager, publish or utilize the same but shall include the following legend:

EXHIBIT D

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 a 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 State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- D. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the State. Such data shall be property of the State.
- E. "Generated data" shall be the property of the State 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 receipt by the State 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.

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G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the State of any such contemplated action. The State may within thirty (30) days after said notification determine whether it desires said data to be further preserved and, if State elects, the expense of further preserving said data shall be paid for by State. Contractor agrees the State 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. **Changes in Time for Performance of Tasks**

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 the Agreement or contract amount may only be changed by formal amendment.

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 prior Contract Manager's written approval. Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless fifteen (15) days after mailing. 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 agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. Failure of State 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 not to affect the validity of this Agreement or the right of the State 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 no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

EXHIBIT D

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. The State will reimburse Contractor for travel of said personnel at the contract rates for such testimony, as may be requested by the State.

16. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

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 the State in writing.

18. **Litigation**

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification (refer to GTC-610) under this Agreement. To the extent permitted by law, the State 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 defense. The failure of the State to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects or may affect this Agreement, the terms and conditions hereunder, or the State, 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 the State.

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

EXHIBIT D

20. Disputes

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 agreement shall be decided by the State's Contract Manager, who shall reduce decisions to writing in regard to the dispute and shall transmit a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor transmits to the State a written appeal.

21. Suspension or Termination

A. Suspension of Work:

The 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/her 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 the 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 the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory 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 its other 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 the State's Contract Manager all data, reports, summaries, and such other information and materials as may have been accumulated by the Contractor in performing under this Agreement, whether completed or in progress. In such an event, the State shall pay the Contractor only the reasonable values of the services rendered.

EXHIBIT D

At the sole discretion of the State, the State 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 against the Contractor, or the Contractor is adjudged bankrupt or a receiver is appointed, the Contractor shall notify the State immediately in writing and State 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 effected for the convenience of the State.

F. Cumulative Remedies:

The rights and remedies of the State 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, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor is liable to State for any additional costs incurred by the State to complete the work.

22. **Public Contract Code**

The Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Agreement.

23. **Evaluation of Contractor's Performance**

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

24. **Priority Hiring Considerations for Contracts Exceeding \$200,000**

If this Agreement includes services in excess of \$200,000, 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.

EXHIBIT D

25. Potential Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State 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 the State. Upon the termination of any subcontract, State 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 the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any 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.

26. 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.

EXHIBIT E

CDBG-NDR 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:
- 1) Worker's compensation insurance.
 - 2) Annual commercial general liability Insurance for a minimum amount of \$1,000,000.
- B. Such 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 agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG 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. See Agreement Exhibit A.I. for performance requirements and penalties language. See Exhibit D.21. for legal remedies for breach of contract.
- B. Termination for Cause and Convenience: See Agreement Exhibit D.21., Suspension or Termination language.
- C. Non-Discrimination Language from 41 CFR Part 60-1.4(b):

EXHIBIT E

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 USC 7401-7671q.) 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.

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.

EXHIBIT E

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 NDRC 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.
- B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG Program, NDRC 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.

EXHIBIT E

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, including the NDRC NOFA, for a complete list of these requirements; see the NDRC NOFA and federal registers on HUD's website. Any party involved in the CDBG-NDR project, 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, long-term recovery, restoration 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 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-NDR grants are subject to: (1) the requirements of the Appropriations Act; (2) the Fiscal Year (FY) 2014 Notice of Funding Availability for National Disaster Resilience Competition (CDBG-NDR NOFA), including all appendices and incorporated portions of the FY 2014 General Section (as amended); and (3) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.
- B. Federal Register FR-5936-N-01, contains the requirements applicable to Community Development Block Grant (CDBG) funds made available by the Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013) (**Appropriations Act**) and awarded under the National Disaster Resilience Competition as CDBG National Disaster Resilience (CDBG-NDR) grants.
- C. Note that the Office of Management and Budget (OMB) recently 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 E

13. Dispute Resolution

Filing of disputes will take place per guidance given in Exhibit D, Section 20. Upon receipt of a written appeal from Contractor, HCD and Grantee, second level supervisors agree to meet to attempt to resolve the dispute. If HCD and Grantee second level supervisors fail to reach an agreement on the disputed matter, parties agree to prepare a joint memorandum describing the following:

- A. The Nature of the Dispute;
- B. The resolution preferred by each party;
- C. Pros and cons to the preferred resolutions;
- D. Alternative solutions; and
- E. A date by which the issue should be resolved, not to exceed 30 calendar days (10 working days from notification of HUD) from the date memorandum is completed.
- F. The memorandum is to be submitted to HCD's current HUD representative within 15 calendar days from date the second step is completed. The HUD representative will determine if the recommended solutions create compliance issues with HUD and HCD grant agreement and will provide the HUD determination to HCD and Contractor.

EXHIBIT F

GCR TERMS AND CONDITIONS

1. Provisions Relating to Software

- A. Notwithstanding anything to the contrary in this Agreement, the web based reporting and management system delivered to the State (“Software”) will be the sole property of the Contractor. HCD acknowledges, agrees, and understands that Contractor is the sole and exclusive owner of the Licensed Material. Nothing in this Agreement can be construed as granting or transferring to HCD any ownership or proprietorship of intellectual property rights of whatsoever kind under any software furnished or developed by Contractor hereunder, including the Software.
- B. Contractor hereby grants to HCD a nonexclusive, worldwide, and nontransferable license (“**License**”) to use the Software, its derivatives, and documentation embodying such provided and/or developed under this Agreement (collectively “**Licensed Material**”). The License includes copying of the Licensed Material by HCD with respect to its intended and licensed use, including copying of the Licensed Material for archival purposes. The Licensed Material may be used by HCD on any of its computers and at any data center location and on more than one computer at a time.
- C. The License is extended to HCD’s employees, agents, grantees, subcontractors, contractors, outsourcing vendors, consultants and others who have a need to use and copy the Licensed Material (“**Authorized Users**”) in accordance with the terms of this Agreement. HCD shall include the following provision in its written agreements with Authorized Users who are not HCD’s employees (“**Non-HCD Authorized Users**”) binding them to the terms and conditions of the License granted in this Section 1: “[Non-HCD Authorized User] *acknowledges that its use of the CDBG-NDR software created for this project by GCR Consulting, Inc. (“GCR”) is expressly subject to the terms and conditions of the software license granted to HCD in Section 1 of Exhibit F to that certain Standard Agreement between HCD and GCR dated February 1, 2017, or upon DGS approval, whichever is later, to January 31, 2019 (the “License”), which License [Non-HCD Authorized User] has reviewed and agrees to be fully bound by.*”

Contractor acknowledges and agrees that in no event shall HCD be liable, whether in the form of damages or losses to Contractor or otherwise, for any actions or inactions of any Non-HCD Authorized User which would constitute a breach or default by such Non-HCD Authorized User under the terms of the License. In the event any Non-HCD Authorized User violates the terms of the License and/or any other provisions of this Section 1, Contractor agrees to pursue any claims or actions it may have solely and directly against such Non-HCD Authorized User and not HCD, and such violation by such Non-HCD Authorized User shall not be deemed or constitute a default by HCD under the terms of this Agreement.

- D. HCD acknowledges, agrees, and understands that GCR has no obligation to provide any Software updates, maintenance or support other than during the Term of this Agreement, unless and until HCD and GCR amend this Agreement or enter into a separate agreement for such services, which will be at additional charge to HCD.
- E. HCD acknowledges, agrees, and understands that Licensed Material may contain certain information that is and must be kept confidential. To ensure the protection of

EXHIBIT F

- such information, and to preserve any confidentiality necessary under intellectual property, including trade secret laws, HCD agrees not to disclose any information included in the Licensed Material to anyone unless allowed by Contractor or required to do so by law, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. HCD's confidentiality obligation does not extend to (1) information that is known to HCD prior to obtaining the same from Contractor; (2) information that is, at the time of disclosure by Contractor, then in the public domain; or (3) information that is obtained by HCD from a third party who did not receive same directly or indirectly from Contractor and who has no obligation of secrecy with respect thereto. To the extent any Authorized Users have access to Licensed Material for the benefit of HCD, such Authorized Users will be obligated to agree to protect the confidentiality of the Licensed Material to the same extent this Agreement obligates HCD to protect the confidentiality of the Licensed Material.
- F. Contractor agrees to keep all data stored in or generated by the software confidential and shall not provide the data to any outside parties without the prior written approval of the Department.
- G. No later than 90 days following the expiration of this Agreement, GCR will provide an electronic copy of all data in the Grants Management System to HCD in Microsoft Word format, Microsoft Excel format, and/or another format agreed upon by both parties.
- H. HCD will use reasonable efforts to promptly review and approve work and invoices delivered by Contractor for eligible work completed under this Agreement.

ATTACHMENT A

RESUMES

TED GUILLOT – PROJECT DIRECTOR



QUALIFICATIONS

- Over 8 years of experience providing disaster recovery services on behalf of government agencies.
- Provides direct technical assistance to state and local governments on federal regulatory compliance and grants management best practices.
- Proficient in the design and implementation of innovative programs that leverage multiple funding sources.
- Skilled in collaborating with various stakeholder groups to identify priorities and build consensus on how best to address post-disaster community development needs.

EDUCATION AND TRAINING

Bachelor of Arts, English and

improvement, the development of policies and procedures for specific recovery programs and overall grants administration, and training staff on best practices and regulatory requirements.

Project Role: Ted serves as a CDBG-DR subject matter expert, utilizing lessons learned and best practices to develop policies and procedures that maximize program efficiency and are compliant with all applicable regulations. He is developing guidance and tools to build the Parish's internal capacity and collaborating with the program team to develop effective solutions to programmatic and administrative challenges.

National Disaster Resilience Competition (NDRC) – Phases I and II

Clients: City of Birmingham, AL; City of Springfield, MA; State of Florida; State of California; State of Louisiana; Shelby County, TN; St. Tammany Parish, LA; Jefferson Parish, LA

Ted Guillot currently serves as a Project Manager with GCR. During his time with GCR, Ted has worked with local and state governments in the design and implementation of disaster recovery projects and programs and led GCR's team that supported several jurisdictions that participated in HUD's National Disaster Resilience Competition. Prior to joining GCR, Ted worked at the Louisiana Housing Corporation where he directed the design and administration of over \$800M in CDBG-DR funded disaster recovery programs that addressed the State's recovery needs realized in the aftermaths of Hurricanes Katrina, Rita, Gustav, Ike, and Isaac.

Ted is proficient in the design and implementation of innovative recovery programs that leverage multiple funding sources, are responsive to the needs of the impacted areas, and create more resilient and sustainable communities. He is experienced in collaborating with various stakeholder groups to identify priorities and build consensus on how best to address post-disaster recovery and community development needs.

Relevant Experience

City of New Orleans National Disaster Resilience Implementation

Client: City of New Orleans

Description: GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CBDG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CDBG-NDR regulatory support.

Project Role: Ted leads all aspects of GCR's assignment, including advising the City on policy, program development based on best practices and CDBG-NDR regulations.

Jefferson Parish CDBG-DR Program Management Support

Client: Jefferson Parish Government

Description: GCR is providing overall program management support to the Jefferson Parish Community Development Department for CDBG, HOME, ESG and CDBG-DR programs. Included in the scope is specific guidance related to regulatory compliance in support the Parish's recovery from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. GCR's work has included a full assessment of the Parish's program management operations to identify areas in need of

ATTACHMENT A

Description: In September 2014, HUD made available \$1B in CDBG-DR funding to states and local government that sustained natural disasters in 2011 – 2013 for the purpose of promoting innovative resilience projects via the NDRC. GCR supported several jurisdictions in completing the activities critical to meeting the requirements and in putting together a compelling application.

Project Role: Ted served as project manager of GCR's NDRC team as well as project manager for specific client projects. In this role, he was responsible for overseeing all activities and managing the client relationships. He also drafted and edited applications, facilitated outreach and engagement events, and developed tools and guidance to support GCR's clients and their partners.

St. Tammany Parish CDBG-DR Project Management

Client: St. Tammany Parish Government

Description: GCR is providing overall project management support and specific CDBG-DR technical assistance services to St. Tammany Parish Government to support the Parish's successful recovery from Hurricane Isaac. GCR is leading the development of a National Objectives compliance plan, HUD regulations compliance, disaster recovery processes, and reporting needs.

Project Role: Ted is leading all aspects of GCR's assignment, including advising the parish on policy, program development, and implementation processes based on best practices and HUD/CDBG-DR regulations. He is developing protocols and processes for ensuring adherence to all applicable rules and regulations, coordinating all entities involved in the completion of the parish's recovery projects, and supporting the parish in all identified areas of need. Ted is St. Tammany Parish's primary resource on its post-disaster CDBG-DR programs based on his experiences leading statewide recovery efforts in Louisiana.

Louisiana Housing Corporation

Roles & Responsibilities: Ted served as a Disaster Recovery Housing Manager at the Louisiana Housing Corporation where he oversaw all hurricane recovery projects. Additionally, he served as Chairman of the Louisiana Disaster Housing Task Force leading a team of federal, state, and local partners in addressing post-Hurricane Isaac housing and flood mitigation needs. Ted collaborated with leadership from parishes (counties) impacted by Hurricane Isaac to determine unmet recovery needs and develop solutions to address the challenges facing their communities. He was the project Lead on collaboration with multiple agencies to develop program-based modeling tools that combine damage data and institutional knowledge to establish performance expectations. Ted conducted workshops and delivered presentations on best practices for designing and implementing disaster recovery housing programs, and created professional-quality policy documents and presentations to guide and inform elected and appointed officials at both the state and local levels. Prior to his role as the Disaster Recovery Housing Manager, Ted served as State Program Manager for the Louisiana Small Rental Property Program – a \$650M initiative to create and maintain affordable rental units across the State.

Louisiana Office of Community Development – Disaster Recovery Unit (OCD/DRU)

Roles & Responsibilities: Prior to joining GCR, Ted served as a Disaster Recovery Housing Specialist for the State of Louisiana. He authored policies and procedural manuals for multiple housing recovery programs, including the Louisiana Road Home Program. Ted served as lead constituent services representative for the Louisiana Road Home Program, and managed a pilot project seeking to perform a data-driven analysis of the level of compliance within the program. He conducted community outreach and other public events across the State and assisted multiple parishes (counties) in designing and implementing residential elevation programs that leverage multiple funding sources.

ATTACHMENT A

NATHAN CATALINE – PROJECT MANAGER



QUALIFICATIONS

- Housing Policy and Planning
- Community development and revitalization
- GIS and data analysis
- Community Engagement

EDUCATION AND TRAINING

Master of Urban Planning,
2009
University of Michigan
Ann Arbor, MI

B.A., American Studies,
2007
University of California,
Santa Cruz
Santa Cruz, CA

Nathan Cataline manages community planning projects and specializes in housing, community development, neighborhood revitalization, and resilience. He has eight years of professional and academic experience in urban and regional planning and policy analysis.

Nathan specializes in federal, state and local programs that impact the health of neighborhoods. He brings a wealth of experience in community engagement, meeting facilitation, coalition building and values based communications. He is skilled at data analysis, GIS, policy research and program implementation.

Prior to joining GCR, Nathan worked with statewide housing advocacy organizations in Louisiana and California, and led vacant property planning efforts for community development organizations in the City of Detroit.

Relevant Experience

Housing NOLA Plan

Greater New Orleans Housing Alliance

Nathan was project manager for the development of a citywide housing plan. He served as the project manager for data analysis and technical writing, including authoring the document, GIS data analysis, and facilitation of stakeholder working groups.

HUD National Disaster Resilience Competition – Phase I and II

Multiple Clients (State and Local Governments)

Nathan completed unmet needs assessments for infrastructure, environmental degradation, economic development and housing projects. He engaged public, private and nonprofit partners to address unmet disaster needs and create resilient communities.

Delaware Housing Needs Assessment

Delaware State Housing Authority

Nathan served as co-author for the 2015-2020 5-Year Delaware housing needs assessment including data analysis, GIS mapping, analysis of state and federal programs.

City of Birmingham Housing and Neighborhoods Study

Birmingham, AL

Nathan was project manager overseeing all aspects of the citywide housing plan. Led facilitation of project advisory committee, data collection and analysis, GIS mapping, web reporting tool development, and implementation strategies. Led the development and analysis of a phone poll on housing preferences in the Birmingham region.

ATTACHMENT A

ROBIN KEEGAN – SENIOR TECHNICAL ADVISOR- PROJECT DIRECTOR



QUALIFICATIONS

- Over 10 Years of Experience providing grant management support services
- Executive Director of the Louisiana Recovery Authority following hurricanes Katrina and Rita
- Secured and programmed more than \$1 billion in federal CDBG resources for the recovery from a series of hurricanes in 2008
- Led the cabinet-level taskforce following the BP oil spill (2010) to create and implement the state's response on economic and social issues caused by the crisis

EDUCATION AND TRAINING

Masters of Urban Planning, 1998
Columbia University, School of Architecture, Planning and Preservation, New York, NY

Bachelors of Arts, Comparative Religious Studies, 1993
Macalester College, St. Paul, MN

Robin Keegan has more than 20 years of experience in disaster recovery, pre-disaster planning and mitigation, economic development, housing, and community building. Before joining GCR, she served as Executive Director of the Louisiana Recovery Authority, where she oversaw more than \$14 billion in housing, infrastructure and economic development recovery initiatives following Hurricanes Katrina and Rita and the BP Oil Spill. Robin led real estate planning for the Housing Authority of New Orleans and implemented their \$30 million Choice Neighborhoods Initiative.

Robin's sought-after expertise in disaster recovery was instrumental to New Jersey as they developed their Action Plan for federal funding following Hurricane Sandy. She also led a team of recovery experts that supported the State of New York's Governor's Office of Storm Recovery in development and implementation of recovery programs.

Relevant Experience

Baltimore Regional Plan for Sustainable Development

Baltimore Metropolitan Council, MD
Robin was project lead for coalescing a wide variety of perspectives and strategies from multiyear, regional planning process into a comprehensive, unified set of policy and investment strategies to improve workforce development and housing and job access.

State of New York Storm Recovery Management Support

State of New York
Robin advised the State on policy, program development, and implementation processes. She led protocols and processes for the development of a state Action Plan and Action Plan Amendments. She also advised the executive director on the agency's real estate development projects.

HUD National Disaster Resilience Competition (NDRC) – Phase I & II

Multiple (AL, CA, LA, MA, TN)

Robin serves as program director for all of GCR's NDRC projects, supporting project management, project concept development, and the production of content for each grant application.

Jefferson Parish CDBG-DR Program Management Support

Jefferson Parish Government

Robin directs GCR's project team in developing effective solutions. She serves as CDBG-DR subject matter expert, helping the Parish to develop policies and procedures that maximize program efficiency and are compliant with all applicable regulations.

Sr. Advisor for Redevelopment, Housing Authority of New Orleans

Robin led the implementation of a \$30.5 million Choice Neighborhoods Initiative (CNI) grant from HUD to increase investment in local communities.

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MATTHEW BATINA - BUSINESS ANALYST

Matt Batina is a Business Analyst with five years of experience in the IT industry. He is experienced with conducting interviews to elicit business requirements. Matt also has experience gathering details from clients and stakeholders to better understand business processes and application needs. He develops functional requirements, specifications, visual wireframes and mockups, and process diagrams from this information for web and mobile application development. He also coordinates with business and development teams to resolve technical issues, and to ensure that the end product of development has been fully tested and meets client requirements and specifications.

QUALIFICATIONS

- 5 years of experience in the IT Industry
- Experienced gathering business and functional requirements, and performing requirements analysis
- Experience working with business and technical teams to translate functional requirements into specifications
- Experience testing applications to ensure their functionality adheres to specifications and client requirements

EDUCATION AND TRAINING

M.S. Geography, 2009
University of Southern Mississippi

B.S. Geography, Minor in Information Technology, 2007

Slippery Rock University of Pennsylvania
U.S. Department of Homeland Security
Emergency Management Institute
01/2012

- IS-00100.b: Introduction to Incident Command System
- IS-00200.b: ICS for Single Resources and Initial Action Incident
- IS-00700.a: National Incident Management

Relevant Experience

State of New York Storm Recovery Management Support

New York Governor's Office of Storm Recovery

Matt served as GIS developer and business analyst for a recovery analytics dashboard. He supported the disaster recovery analytics dashboard with SQL stored procedure and script development, and database troubleshooting support. He enhanced the web application's SQL code base to provide data validation and improvements to the data import process. Matt has also provided data analysis support for client data requests.

Health Data Portal

Louisiana Department of Health and Hospitals

Matt was a Business Analyst. He participates in the gathering and discussion of business and functional requirements for the portal. Working with the client, and project management, development, and graphics teams, he coordinates the development of visual mockups and a business requirements document to gain client approval of the business requirements for the portal.

New Jersey CDBG-Disaster Recovery Monitoring

State of New Jersey

Matt served as a Business and GIS Analyst. He supported the launch of the disaster recovery analytics dashboard with data preparation and a workflow incorporating homeowner and business address geocoding after reviewing the Governor's Action Plan and meeting with the GIS Manager to discuss requirements for the geocoder. He also assisted with preparing technical documents for the data import process and an IT disaster recovery plan for the site. Matt helped design and automate the process for data geocoding and import; built an address reference dataset and address locator from more than 2.8 million property addresses; and derived estimates of impacted homeowners and businesses with U.S. Census Bureau, InfoUSA, USGS water level, and FEMA Individual Assistance datasets. He has provided SQL code enhancements to the data import process and support to the client for data requests.

ATTACHMENT A

KATHLEEN A. WEISSENBERGER – SENIOR TECHNICAL ADVISOR



Kathleen Weissenberger has 10 years of experience working with CDBG grants and providing training and technical assistance. She has worked with state and local government regarding compliance. She has directed four CDBG programs in excess of \$450 million.

Relevant Experience

Director of Grant Services, State CDBG Director

*Indiana Office of Community and
Rural Affairs Indianapolis, IN*

Responsible for the overall management of the Community Affairs Division and Grant Services Division, including financial management and grants management oversight of the Community Development Block Grant Program.

- Directed Indiana's four Community Development Block Grant (CDBG) programs in excess of \$450,000,000 in accordance with all applicable laws and regulations to ensure effective and appropriate utilization
- Created all CDBG related trainings and materials in accordance with applicable laws and regulations
- Developed an internal policies and procedures manual for CDBG
- Developed and implemented all new CDBG programs and policies
- Hired, trained and managed all Grant Services staff from 2006-2014

- Responsible for the compliance monitoring process of all CDBG grantees
- Provided technical assistance to grantees to ensure compliance
- Trusted mentor to all OCRA staff members for complex problem solving
- Directed the compliance review and redesign of the USDA Emergency Food Assistance Program (TEFAP) and Commodity Supplemental Food Program (CSFP)
- Recruited, trained and directed all Community Affairs staff from 2006-2010
- Involved in the research and development of several new programs to be offered by OCRA
- Develop and maintain partner relationships to further agency mission

CDBG Training and Technical Assistance

*KW Consultants (Independent
Contractor) Indianapolis, IN*
Providing training and technical assistance services regarding the federal Community Development Block Grant Program.

QUALIFICATIONS

- 10 years of experience working with grants
- Experience with federal regulations and programs
- Experience with Community Development Block Grant Funding

EDUCATION AND TRAINING

Bachelor of General Studies, Indiana University, Bloomington, Indiana

CERTIFICATIONS & BOARDS

Board of Directors, Progress House

Board of Directors, Council of State Community Development Agencies 9/2010-10/2015

Certified Housing Development Finance Professional (National Development Council)

Certified Community Development Block Grant Administrator (Indiana)

ATTACHMENT A

ADRIENNE DUNCAN – SENIOR TECHNICAL ADVISOR



Adrienne Duncan is an experienced Disaster Recovery practitioner. She was involved in providing support to the New York Storm Recovery effort for the Governor's Office of Storm Recovery where she developed implementation procedures for many of the New York State's disaster recovery programs, and has played a significant role in the submission of all action plan amendments. Adrienne provides assistance on the Community Reconstruction Program, New York Rising Housing Programs, Infrastructure and Economic Development Programs and also created and delivered training on CDBG-DR requirements.

Relevant Experience

QUALIFICATIONS

- 6 years of experience working in disaster recovery projects
- Provides technical assistance for implementation and design of federal disaster recovery programs
- Experience with federal regulations and federal disaster recovery programs
- Experience with Community Development Block Grant Funding

EDUCATION AND TRAINING

Real Estate License, 2006
Burk Baker School of Real Estate
Bachelor of Arts,
History, 2005 Louisiana
State University

State of New York Storm Recovery Management Support

New York Governor's Office of Storm Recovery

Adrienne advised the State on policy, program development, implementation, HUD CDBG-DR regulations and compliance across all programs. She developed implementation procedures for many of the state's disaster recovery programs, and played a significant role in the submission of the state's action plan amendments. She provided assistance on the Community Reconstruction Program, New York Rising Housing Programs, Infrastructure and Economic Development Programs and created and delivered training on CDBG-DR requirements

Jefferson Parish CDBG-DR Program Management Support

Jefferson Parish Government

Adrienne is Project Manager. She provides on-site CDBG-DR policy and implementation guidance to the parish. She is responsible for delivering program policy and procedures, programmatic guidelines, and additional tools to ensure compliant program implementation. Adrienne is also training the parish staff on best practices for designing and implementing CDBG-DR programs.

HUD National Disaster Resilience Competition – Phases I and II

Multiple (State & Local Govt.)

Adrienne supported in NDRC project review, execution of outreach and engagement strategies, application drafting, editing, and submission to HUD. She was also responsible for creating tools and guidance for ensuring compliance with the competition requirements.

ATTACHMENT A

SETH MAGDEN – SENIOR TECHNICAL ADVISOR



Seth Magden is an accomplished disaster recovery professional. His experience includes project management, business development and strategic relationship management for the public, private and non-profit sectors. Seth joined the GCR team as a Project Manager in January 2015.

Relevant Experience

QUALIFICATIONS

- 10 years of experience in disaster recovery projects
- Performed FEMA IA damage assessments across Southeast Louisiana for Katrina and Rita
- Managed portfolio of elevation projects, acting as liaison between homeowners, contractors, Parish and State officials
- Experience managing the initiation and development of infrastructure and buyout project applications for FEMA - HMGP, providing technical expertise to stakeholders
- Performed numerous benefit cost analyses (BCA) for NY State Dept. of Homeland Security and Emergency Services post-Superstorm Sandy

EDUCATION AND TRAINING

M.A. Latin American Studies
International Development & Global Health Tulane University
New Orleans, LA

B.A. Political Science &

HUD National Disaster Resilience Competition – Phases I and II Multiple (State & Local Govt.)
Seth was the primary project manager for two jurisdictions, leading project development and application drafting, and coordinating multiple agencies and stakeholder groups. Additional responsibilities included completing assessments to determine remaining recovery needs and identifying the most impacted communities, designing community outreach and stakeholder engagement strategies, collaborating with regional partners to develop multi-jurisdictional approaches, working with clients to propose innovative strategies to address unmet disaster needs and create more resilient communities, and drafting and editing the application narrative.

Disaster Recovery Consulting Services for New York State (DHSES)

Seth was responsible for performing benefit cost analysis (BCA) and providing engineering support in the development of a hazard mitigation grant program (HMGP) for the State of New York - DHSES in response to Hurricane Sandy (DR 4085).

Jefferson Parish CDBG-DR Program Management Support

Jefferson Parish Government

Seth is providing technical assistance to the Homeowner Assistance Program and Elevation Support Program. He is evaluating the existing action plan, policies and procedures, and program guidelines to ensure adherence to federal regulations, and assisting the department in developing the optimal framework to administer funds. Seth is providing technical expertise on duplication of benefits reviews, damage estimation, income verification, contractor review, and coordination with HMGP elevation components.

State of New York Storm Recovery Management Support *New York Governor's Office of Storm Recovery*

Seth served as a Project Team Lead consultant, responsible for managing the initiation and development of infrastructure and buyout project applications for FEMA - HMGP and HUD CDBG-DR funding. He also managed relationships with key stakeholders, directed the development of HMGP global match buyout projects, and provided technical expertise to stakeholders on requirements of FEMA-HMGP and HUD CDBG-DR programs.

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<p>FIRM CB&I Environmental & Infrastructure, Inc.</p>
<p>EDUCATION Master of Business Administration, Business Administration, University of Phoenix, Sacramento, California, 2006 Bachelor of Science, Business - Finance, California Polytechnic State University, San Luis Obispo, California, 1990</p>
<p>HIGHLIGHTS Over 25 years of project and program control management</p>
<p>REGISTRATIONS/CERTIFICATIONS Real Estate License, 1990, 01098682, Active, California, 06/2018 Scuba Diver, 1985, Active, California</p>
<p>TRAINING JD Edwards Programs (Vision), CB&I Continuing Education, 2010</p>

JEFFREY E. DAUGHTERS - FISCAL MANAGER



Jeffrey Daughters has over 25 years of experience as a Program and Project Controls Manager and Senior Cost and Schedule Engineer. His primary strengths are in project controls, cost analysis, forecasting, budgets, A/R, A/P, cost proposals and Primavera scheduling. He has worked on cost reimbursable, fixed price and T&M projects for both government and commercial clients. His experience also includes training of junior personnel, extensive subcontractor and customer interaction and weekly reporting to both management and clients.

Relevant Project Experience

Project Controls Manager, Multiple Projects and Programs, Aerojet, Sacramento, California, July 2007 – Present

Mr. Daughters is Project Controls Manager for several Aerojet projects. His responsibilities include project controls, monthly SOX packages, accrual review, A/P and A/R review.

Project Controls Manager, Jamestown Mine Closure and O&M/Groundwater Monitoring, Jamestown Trust, Jamestown California, May 2006 - Present

Mr. Daughters financially manages the long-term Jamestown Mine project. His responsibilities include completing monthly cost and schedule reports to management, monthly SOX packages, maintain schedules for active work using Primavera, perform financial downloads, perform in-depth financial analysis and break-even analysis for change order work, help prepare and analyze budgets and change order values.

Project Controls Lead, Humboldt Bay Power Plant Decommissioning Project, PG&E, Eureka, California, July 2013 – February 2016

Mr. Daughters is Project Controls Lead for the \$200M PG&E nuclear power plant decommissioning in Humboldt County, Eureka, California. His responsibilities included Cost Account Manager (CAM) for all PMO activities, cost analysis and tracking, forecasting analysis, job setup, accrual review and approval, cash flow analysis between client and CB&I, A/R and A/P approval, CSR, and weekly/monthly management meetings to inform corporate of project financial data.

Project Controls Manager, Penn Mine Landfill Sump, East Bay Municipal Utility, Calaveras County, California, December 2000 – February 2016

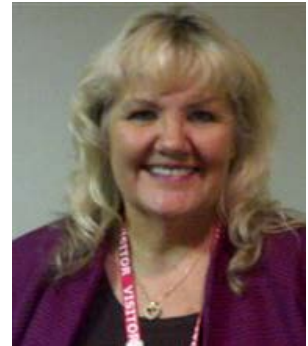
Mr. Daughters financially manages the long-term Penn Mine project. His responsibilities include completing monthly cost and schedule reports to both corporate and project management, monthly SOX packages, maintain

schedule for all active work using Primavera, perform all financial downloads, perform in-depth financial analysis as well as break-even analysis for change order work, help prepare and analyze budgets and change order values.

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<p>FIRM</p> <ul style="list-style-type: none"> • CB&I Environmental & Infrastructure, Inc.
<p>EDUCATION</p> <ul style="list-style-type: none"> • Bachelor of Science, Psychology, Texas A&M University, College Station, Texas, 1982
<p>HIGHLIGHTS</p> <ul style="list-style-type: none"> • Program management of New Jersey Superstorm Sandy and Texas Hurricane Rita and Hurricane Ike Programs • Policy Coordinator for New York City Rapid Repairs Program • More than 30 years of HUD and CDBG housing and infrastructure program management experience
<p>PROFESSIONAL AFFILIATIONS</p> <ul style="list-style-type: none"> • Memberships on the National Community Development Committee, National Affordable Housing Committee, and National HOME Program Committee
<p>AWARDS</p> <ul style="list-style-type: none"> • Commercial Redevelopment Project ("Sparks Building") ranked nationally in Top 30 Best Projects celebrating HUD's 30th Anniversary and "Top Three Best Rehab Projects" by Texas Main Street

**JO CARROLL
SENIOR TECHNICAL
ADVISOR: CDBG-DR
COMPLIANCE**



Jo Carroll possesses extensive management and administrative experience in local, state, and federal programs that revitalize communities and assist low income families.

She uses this knowledge and experience in designing and managing disaster recovery programs to re-house thousands of displaced residents. Her experience also includes co-ownership of a home construction business, which enabled her to gain first-hand knowledge and experience in the homebuilding and construction industry.

Relevant Project Experience

Program Manager, New Jersey Reconstruction, Rehabilitation, Elevation, Mitigation (RREM) Program, New Jersey Department of Community Affairs (NJDCA), Trenton, New Jersey, May 2013 – Present

The RREM Program provides disaster housing relief services for more than 10,000 homeowners damaged or displaced by Superstorm Sandy along nine coastal counties. CB&I is providing Master Construction Management services by conducting damage assessments, implementation of environmental mitigation, CDBG-DR expertise, construction oversight, and compliance monitoring. Program activities include rehabilitation, reconstruction, elevation, mitigation, resiliency, demolition, lead paint assessments and clearances, asbestos assessments, windstorm compliance, and engineering design services. Construction is being completed in accordance with HUD and NJDCA Construction Standards, the International Residence Code (IRC), Energy Star, HUD's CPD Greenbuilding Checklist standards, windstorm, and other local requirements. Ms. Carroll provides all aspects of program management for the environmental reviews, construction management, and construction inspections associated with this project. Ms. Carroll and her team of environmental and construction professionals provided management and oversight for development of a pre-qualified construction pool of more than 50 contractors, including the preparation of the RFP/IFB, development of selection criteria, and review of homebuilder submittals. She collaborates daily with New Jersey State staff, elected officials, homebuilders, homeowners, and municipal/state inspectors and officials.

Policy and Process Coordinator, New York City Rapid Repairs Program (NYCRRP), New York City Department of Environmental Protection, New York, New York, November 2012 – February, 2013

The NYCRRP provided emergency temporary repair services (limited to essential power, heat, and hot water) for residents affected or displaced by Hurricane Sandy that allowed them to remain or return to their homes, or essentially "shelter-in-place." As Policy and Process Coordinator, Ms. Carroll designed and developed program policies and guidelines in compliance with local, state, and

federal requirements, to define the program workflow and responsibilities and provide a systemic, consistent approach for the provision of services. The guidelines were used as a resource for City staff and Contractors to aid in communication and workflow management. Since the Program was the first-of-its-kind to provide shelter-in-place

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(previous FEMA disaster response programs involved the provision of group shelters and/or trailers to temporarily house residents off-site), a major challenge was to identify potential situations and

issues and pre-plan the resolution through the development of general operating policies. Ms. Carroll, because of experience and knowledge gained in managing other CDBG-DR programs, quickly provided general guidelines (tailored to fit NYCRRP needs) to kick-start program implementation.

Program Manager, Galveston County Disaster Housing Assistance Program, ACS/Texas Department of Housing and Community Affairs (TDHCA) and Texas General Land Office, Galveston, Texas, December 2010 – July 2012

Ranked #1 out of 18 state subrecipients of Hurricane Ike funds, the Galveston County Program completed 659 homeowner and renter occupied homes constructed or rehabilitated to local, state, and federal requirements, including HUD's Housing Quality Standards, Texas Department of Insurance (TDI Windstorm), and International Residential Codes (IRC). Ms. Carroll provided all aspects of program management for the environmental reviews, construction management, and construction inspections associated with this project. The Galveston County Program also completed demolition of vacant and dilapidated structures. Ms. Carroll and her team of environmental and construction professionals provided management and oversight for 19 contractors. Ms. Carroll collaborated daily with county staff, elected officials, homebuilders, homeowners, and municipal/state inspectors and officials.

Program Manager, Bastrop County Texas Wild Fires, Texas General Land Office, June 2012 – Present

After experiencing severe drought conditions and a series of wildfires in the summer of 2011, Bastrop County, Texas was designated as a major disaster area, eligible to receive CDBG-DR funds. Funds were provided to repair/replace several hundred damaged infrastructure systems and assist approximately 150 residents with the rehabilitation/reconstruction of their homes. In her role as Program Manager, Ms. Carroll managed the completion of the countywide Environmental Broad Review and all site-specific Environmental Reviews. A particular challenge was the presence of an endangered species, the Houston toad, which required extensive research and collaboration with state/federal monitoring agencies to develop site-specific protocols to complete construction activities without harming the toad or its habitat. Ms. Carroll and her team were able to develop a comprehensive Toad Monitoring Plan to describe the work-site protocols suitable to satisfy toad enthusiasts and state/federal monitors.

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<p>FIRM</p> <ul style="list-style-type: none"> • CB&I Environmental & Infrastructure, Inc.
<p>EDUCATION</p> <ul style="list-style-type: none"> • Certificate Program, Conservation Biology, Columbia University, 2002 • Master of Public Administration, Environmental & Energy Policy, Columbia University, New York, 2000 • Bachelor of Arts, Ancient Studies & Environmental Science, Barnard College, Columbia University, New York, 1998
<p>HIGHLIGHTS</p> <ul style="list-style-type: none"> • Client Program Manager for • municipal and private sector • sustainability and resiliency • programs • HUD and CDBG-DR grant administration and program design experience • Subject matter expert on sustainable infrastructure
<p>REGISTRATIONS/CERTIFICATIONS</p> <ul style="list-style-type: none"> • U.S. Green Building Council, Leadership in Energy & Environmental Design. Accredited

JORDANNA RUBIN, LEED AP O+M, ENV SP SENIOR MANAGER



Jordanna Rubin has over 15 years of experience, focused on resiliency and sustainability program design and implementation. She is currently a Client

Program Manager at CB&I where she manages resiliency programs that help commercial and government clients survive, adapt and thrive in the face of environmental, social and economic stresses. She has a diverse professional background in environmental management and resource conservation. Her expertise and experience includes developing and implementing resiliency and sustainability programs; green infrastructure; high efficiency buildings; sustainable remediation; energy management; and GHG inventories.

Prior to joining CB&I, Ms. Rubin was the Environmental Resources Manager for the City of Miami Beach, FL. She managed environmentally sensitive construction projects (including South Beach’s “Beachwalk”), worked to incorporate sustainable and green infrastructure BMPs into City projects, and designed environmental education programs. She served as a liaison to environmental regulatory agencies and was a part of the engineering review team. Additionally, Ms. Rubin served as the Assistant Director at the Columbia University Energy Policy Center in the City. She managed the operations of the Center, including coordination of the academic programs and conference development. Most notably, she consulted on the permitting for a renewable tidal energy pilot project for Roosevelt Island, New York.

Relevant Project Experience

Project Manager, National Disaster Resiliency Competition, Phase II Applications; State of Texas General Land Office; State of Louisiana; City of New York

Ms. Rubin was Project Manager for the development of the TGLO Phase II NDRC application. Project tasks included application narrative development, eligibility and rating factor review, benefit-cost analysis, activity budgets and schedules, and development of communications and stakeholder management plans. Projects were identified for three local communities and included wildfire management, hazard modeling, infrastructure upgrades, and floodplain buyouts. She also assisted with the development of the application narratives for the City and the State of Louisiana.

Facilitator/Subject Matter Expert, Rockefeller Foundation Resiliency Academies

Ms. Rubin served as a Facilitator and Subject Matter Expert at the Rockefeller Foundation Resiliency Academies across the Country. She assisted numerous applicants develop their approach for the HUD National Disaster Resiliency Competition and reviewed an additional 10 applications for grant compliance and soundness of approach. Program approaches included water and

stormwater management, sustainable communities, sustainable forest management, data and GIS tools, and economic resiliency.

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Assistant Project Manager and Resiliency Advisor, New York City Local Initiatives Support Corporation (LISC) Low Income Housing, New York, New York

Ms. Rubin serves as an Assistant Project Manager and Resiliency Advisor to implement resiliency assessments for low-income housing impacted by Hurricane Sandy. The assessments make facility and infrastructure recommendations to make the area and buildings more resistant to future climate impacts. Recommendations include energy efficiency measures and green design/infrastructure (LID) changes to manage flooding and other storm impacts.

Technical Advisor, New York City Housing Authority (NYCHA), New York, New York

Ms. Rubin serves as a Technical Advisor providing targeted research and analysis on the benefits of using low impact development techniques for municipalities. Opportunities identified will be incorporated into a plan to protect 350 acres of urban residential high-rise from daily rain events to super storms like Sandy taking into consideration Sea Level Rise and Climate Change factors through 2050. In addition, she serves as a green building manager to ensure redevelopment projects meet the Enterprise Communities Criteria.

Project Manager, Sustainability Master Plan and EECBG Program, Palm Bay, Florida

Ms. Rubin serves as the Project Manager for the City's sustainability program. Projects included a sustainability master plan, energy strategy, energy audits, GHG inventory, building automation systems, sustainability website, and development of green building and rehabilitation ordinances. As the Project Manager, Ms., Rubin managed over 10 outreach workshops with city council, city committees, and other stakeholders for master plan input. The project team is currently updating a third GHG inventory.

QA/QC Manager, New York City Build It Back Acquisition Program, New York City Department of Environmental Protection, Hurricane Recovery Office, New York, New York

The BIB Program has developed multiple options that allow for the acquisition of properties that were damaged by Hurricane Sandy. The overarching goals of each of the Program options is to facilitate the recovery of homeowners by providing assistance to relocate to a new primary residence and to support the redevelopment of the purchased properties in a manner that is either more resilient or that limits future flood risk.

Project Manager, Sustainability Consulting Services, City of Doral, Doral, Florida

Ms. Rubin is Project Manager for the development of energy, water, fuel, GHG baselines; creation of sustainability goals; and development of implementation and monitoring framework for future sustainability programs.

Sustainability Advisor, Texas Coastal Resiliency Study, Texas General Land Office, Houston, Texas

Ms. Rubin served as the Sustainability Advisor for a Coastal Resiliency Study that focused on the affects and costs of recent hurricanes, and identified potential projects that had the highest impact for long-term recovery. Ms. Rubin was responsible for providing analysis for the inclusion of sustainable infrastructure, low-impact development, and management of contaminated sites.

Project Manager, LEED EB Certification, Dr. Pepper Snapple Headquarters, Dr. Pepper Snapple, Plano, Texas

The building was awarded GOLD certification in June 2012. Ms. Rubin managed a project team that developed sustainability policies, implemented environmental best management practices, conducted energy audits, industry benchmark assessments, and a GHG inventory of the building.

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<p>FIRM</p> <ul style="list-style-type: none"> • CB&I Environmental & Infrastructure, Inc. 	<p>ANGELA LAWSON SENIOR MANAGER</p> <p>Ms. Lawson is an accomplished Project Manager, who has gained experience through her work on some of the most ambitious and high-profile resilience projects and programs in the nation. With over six years of disaster recovery and resilience experience at a state agency, Ms. Lawson is an expert in CDBG-DR programs, and understands how to work within the confines of government regulations and structure to implement projects and programs that will have a lasting impact on communities.</p>
<p>EDUCATION</p> <ul style="list-style-type: none"> • Fellow, Institute of Environmental Communication, Loyola University, New Orleans, Louisiana, 2011 • Master of Arts, Communication and Media Studies, University of Illinois, Chicago, 2005 • Bachelor of Arts, Political Science, University of Florida, 1998 • Certificate in Eastern European Studies, University of Economics, Prague, 1997 	<p>Relevant Project Experience</p> <p>Resilience Project Manager, CB&I Environmental & Infrastructure, Inc., June 2016 - Present</p> <p>Ms. Lawson recently joined CB&I as a Resilience Project Manager. In this role, she is supporting multiple CDBG-funded, disaster recovery and resiliency programs with policy development, QA/QC, and compliance.</p> <p>Planning & Resilience Manager, Louisiana Office of Community Development – Disaster Recovery Unit, March 2010 – June 2016</p> <p>Ms. Lawson led the development of planning and resiliency-based initiatives while at OCD-DRU. In this role, she designed and implemented programs that addressed identified needs and assisted communities with developing resilience plans. Ms. Lawson’s work included:</p> <p><u>Comprehensive Resiliency Pilot Program</u> – a competitive program designed to provide communities with financial and technical support to develop non-structural strategies that reduce risk to chronic and acute stressors. Strategies included resilience-based comprehensive plans, zoning ordinances, floodplain regulations, integrated water management plans, financing and maintenance of green infrastructure, and carbon-sequestration market strategies.</p> <p><u>Louisiana Resiliency Assistance Program</u> – a program designed to provide workshops, webinars, and shared resources to communities on topics related to building social, economic and physical resilience.</p> <p><u>National Disaster Resilience Competition (NDRC)</u> – worked as lead to develop Phase I and II applications and the resiliency program contained therein; Conceptualized the State of Louisiana’s policy approach to resilient development, assisted with specific project development, coordinated budgets, scopes and contracts with all project partners, and authored exhibits for both applications.</p>
<p>HIGHLIGHTS</p> <ul style="list-style-type: none"> • <i>Resilient New Orleans</i>, Working group contributor, 2015 • <i>Greater New Orleans Urban Water Plan</i>, Advisory Panel, 2011-2013 • <i>Horizon Initiative Water Committee</i>, 2010-2013 • <i>Gulf Coast Communities Program</i>, Institute for Sustainable Communities, Resource Team, 2013 • <i>Flood Risk and Resilience Program</i>, Coastal Protection and Restoration Authority, Advisory Group. 2013 	<p>Ms. Lawson also managed 29 disaster recovery contracts for OCD-DRU, and has a thorough understanding of CDBG-DR regulations.</p>

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Additional Resources: In addition to the key personnel assigned to this project, the GCR Team brings an unmatched level of local, regional, and national resources to support the State and its grantees in the implementation of these important projects. Outlined below are selections of team members that will be available to support the key personnel in delivering the scope of services. Use of any additional resource staff under this Agreement will be at no cost to HCD.

Team Member	Area of Expertise	Relevant Qualifications
Alan Wust	Software Development	<ul style="list-style-type: none"> Over 10 years of experience in the IT industry Familiar with many programming languages and environments Experience working on applications for a variety of public sector clients
Kevin DiCrispino	Geographic Information Systems (GIS)	<ul style="list-style-type: none"> GIS expert with over 16 years of experience in spatial analysis and cartography Has written software specifications for numerous GIS applications Has created features class metadata for several federal projects as well as the City of New Orleans enterprise geodatabase Experience setting up and configuring servers and mapping applications to best utilize SQL server and ArcSDE as the back end of GIS enterprise geodatabases functionality
Joanna Kennedy	CDBG-DR Compliance	<ul style="list-style-type: none"> HUD and CDBG-DR housing and infrastructure program experience Background in communications and data analytics Nearly 10 years of experience as part of the Senior Management/ Program Management Office (PMO) team on federally funded disaster recovery program
Michael A. Simms, PhD, PG, PMP	Watershed Health	<ul style="list-style-type: none"> Hydrogeologist with over 27 years of experience in assessment, remediation, and groundwater resource evaluation Conducted numerous detailed stratigraphic and hydrogeological projects for groundwater-supply investigations and subsurface characterization in Louisiana, Texas, and Mississippi
Catherine Castañeda, PhD	Environmental Assessments	<ul style="list-style-type: none"> Specializes in field ecology; history and geography of hazards; environmental compliance and mitigation; cultural geography of communities; geospatial data collection, analysis and management Successfully established and implemented first digital environmental review record for HUD CDBG-DR projects in Texas
Claire FitzGerald	Policy & Program Development	<ul style="list-style-type: none"> Program manager for community and municipal energy conservation utility partnership Understands municipal energy and sustainability programs, operations, and issues
Darrell Thompson	Biomass & Waste Management	<ul style="list-style-type: none"> Over 20 years of experience in landfill expansions, closures, and all facets of LFG systems design, operation and compliance Experience includes preparation of various LFG plans, reports, and permits