

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

SCO ID: 2240-19CDBGDR13032-A1

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **8** PAGES

AGREEMENT NUMBER 19-CDBGDR-13032	AMENDMENT NUMBER 1	Purchasing Authority Number 2240
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 Department of Housing and Community Development

CONTRACTOR NAME
 GCR Inc.

2. The term of this Agreement is:

START DATE
 10/29/2019

THROUGH END DATE
 10/31/2022

3. The maximum amount of this Agreement after this Amendment is:
 \$7,455,905.00

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

Exhibit B, Budget Detail and Payment Provisions, is hereby deleted in its entirety and replaced with Exhibit B, Budget Detail and Payment Provisions, (Rev. 7.16.20).

Exhibit E, CDBG-DR Terms and Conditions, will be added to the contract following Exhibit D, HCD Additional Contract Terms.
 All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
 GCR Inc.

CONTRACTOR BUSINESS ADDRESS 2021 Lakeshore Drive, Suite 500	CITY New Orleans	STATE CA	ZIP 70122
PRINTED NAME OF PERSON SIGNING Angele C. Romig	TITLE Chief Executive Officer		
CONTRACTOR AUTHORIZED SIGNATURE Angele C. Romig <small>Digitally signed by Angele C. Romig DN: cn=Angele C. Romig, o=GCR Inc., ou, email=aromig@gcrinc.com, c=US Date: 2020.07.31 13:39:14 -05'00'</small>	DATE SIGNED July 31, 2020		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 West El Camino Avenue, Suite 130	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Synthia Rhinehart	TITLE SSMII		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Synthia Rhinehart</i>	DATE SIGNED 8/4/2020		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVA



EXEMPTION (If Applicable)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$7,455,905.00.

2. Budget Detail

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

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

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

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

EXHIBIT B

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

3. Invoicing and Payment

- A. Contractor shall invoice on a monthly or quarterly basis, with the total of all invoices not to exceed the amounts shown in Section 2, Budget Detail of this Exhibit.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, and satisfactory supporting documentation. HCD agrees to compensate the Contractor the invoiced amount.
- C. Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.
- D. Invoices Submission for Contracts Managed Through Grants Network:
 - a. The vendor must set up an account in the Grants Network system at www.gn.ecivis.com. The program link will be provided after contract execution.
 - b. Invoices shall be submitted through the vendor's Grant Network account and will include all supporting documentation as an upload in the Financial Report (reimbursement request).
 - c. Supporting documentation must include:
 - i. Invoice summary which include:
 - 1. The performance period,
 - 2. Contract number,
 - 3. Purchase order number,
 - 4. Names of worker's being included in the invoice broken out by task line item. Their total hours by task must be clear.
 - 5. The total amount being invoiced
 - ii. Official timesheets for every person (vendor staff and subcontractors) included on the invoice. The timesheet must clearly show the worker's name and hours worked for each day.

EXHIBIT B

- iii. A clear crosswalk of deliverables/accomplishments for which time is being billed, with a narrative explaining what work was being done during the time being billed. Generally, this is shown as a grid with column headings such as: Date, Task, Employee, Description of Services and Hours.
- iv. The timesheets and the crosswalk must match staff, tasks, hours, costs and performance period being billed.

4. **Budget Contingency Clause**

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

5. **Prompt Payment Clause**

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

EXHIBIT E
CDBG-DR TERMS AND CONDITIONS

1. Required Insurance Certificates

- A. Prior to executing this Agreement, the Contractor shall provide the Department with current insurance coverage certificates evidencing the following types of insurance as required by Federal and California regulations and outlined in Exhibit D:
- Worker's compensation insurance
- B. Insurance shall be in force during the entire term of this Agreement, shall be the Contractor's sole cost, and shall be in such amounts as the Department deems necessary.

2. Required Dun and Bradstreet DUNS Number

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

3. Debarment and Suspension

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

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

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

- A. Remedies: Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.
- B. Termination for Cause and Convenience:
- C. Non-Discrimination Language from 41 CFR Part 60-1.4(b):
Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375

EXHIBIT E

of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

D. Clean Air Act and the Federal Water Pollution Control Act:

This Agreement is subject to the requirements of the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of \$150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).

E. Byrd Anti-Lobbying Amendment

Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The Contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.

F. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT E

G. Rights to Inventions Made Under a Contract or Agreement

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,“ and any implementing regulation issued by the awarding agency.

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

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

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

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

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

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

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

EXHIBIT E

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

8. Access to Records and Record Retention

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

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

9. Energy Policy and Conservation Act

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

10. Administrative and National Policy Requirements

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

11. Use of Funds

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

12. Applicable Statutory and Regulatory Requirements

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

EXHIBIT E

alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.

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