

SCO ID: 2240-19CDBGDR17001A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-CDBGDR17-001-A	PURCHASING AUTHORITY NUMBER (if Applicable) 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
 Horne, LLP

2. The term of this Agreement is:

START DATE
 Upon DGS Approval

THROUGH END DATE
 3 years after DGS approval

3. The maximum amount of this Agreement is:
 \$2,963,268.00

4. 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.

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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 <https://www.dgs.ca.gov/OLSR/Resouces>.

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.)
 Horne, LLP

CONTRACTOR BUSINESS ADDRESS 1215 19th Street Northwest, 3rd floor	CITY Washington	STATE DC	ZIP 20036
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PRINTED NAME OF PERSON SIGNING Anna Stroble	TITLE Engagement Partner
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 5/28/20
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Synthia Rhinehart

DATE SIGNED

5/28/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)



EXHIBIT A
AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Horne LLP, hereafter referred to as the (“Contractor”), agrees to provide to the Department of Housing and Community Development, hereafter referred to as (“HCD” or “Department”) with the implementation and administration of ReCover California Program (ReCoverCA) (the Program) and potentially expand those services to accommodate other similar programs, including programs resulting from future disasters and/or future programs through federal or state funding, or other special grants (“Work”) as described herein.
2. Work shall be provided throughout the state, during the hours of 8:00 am to 5:00 pm, Monday through Friday, excluding State observed holidays, as applicable.
3. The Representatives during the term of this Agreement will be:

Department of Housing and Community Development	Horne LLP
Section/Unit: Division of Financial Assistance (DFA)/CDBG-DR	Project Manager: Anna Stroble
*Contract Manager: Sue Naramore	Title: Engagement Partner
Address: 2020 West El Camino Avenue, Suite 500 Sacramento, CA 95833	Address: 1215 19 th Street Northwest 3 rd floor Washington, DC 20036
Bus. Phone No.: (916) 263-0371	Bus. Phone No.: 601-260-5387
Email: susan.naramore@hcd.ca.gov	Email: anna.stroble@HORNEllp.com

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

4. **OVERVIEW**

This Contract is issued by the California Department of Housing and Community Development, Disaster Recovery Section (HCD-DRS) to support the implementation and administration of ReCover California Program (ReCoverCA) (the Program) and potentially expand those services to accommodate other similar programs, including programs resulting from future disasters and/or future programs through federal or state funding, or other special grants. The Contractor will be responsible for successfully implementing and completing processing on all

EXHIBIT A

applications, including entering into appropriate arrangements with subcontractors and third-party vendors, ensuring appropriate and accurate disbursement of funds, potentially disbursing funds, monitoring compliance, and completing all other activities required to close out the “Programs”. The Contractor shall coordinate to maximum extent possible with local disaster case management providers to locate and serve eligible clients for the Program.

The Contractor will also be responsible for working with the Construction Design-Build, Management Services Contractor (CDBMS), which will be awarded in a separate Request for Proposal. The Contractor will be responsible for implementing and integrating the CDBMS processes within the Scope of Work, for all applicable solutions.

For context, the CDBMS responsibilities will include, but not be limited to, the following within the Scope of Work:

- Completing scope of work and damage assessment of homeowners. They will maintain a complete understanding of all applicable Program policies, requirements, state and local codes, including California Building Standards Code, (CBS) Chapter 7a, and California Residential Code (CRC) Section R337, and evaluating protocols.
- Conducting the initial inspection of an applicant’s damaged home where a damaged assessment and/or complete scope of work assessment will be completed using web-based, industry standard residential construction cost estimating software. The inspection will address any environmental on-site requirements necessary to complete the final clearance and allowance for notice to proceed. Additionally, subsequent inspections focused on the contractual draw requests for applicants participating in Solution 2, the homeowner managed solution, are required. The scope of work assessment and environmental review report and clearance must be uploaded in the program management software (eGrants) for task delivery to be considered complete. **FEDERAL ENVIRONMENTAL REVIEW RECORD (ERR)- TIER I AND II SITE SPECIFIC STATE ENVIRONMENTAL REVIEWS PER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)** The CDBMS will provide the appropriate level of review as needed. The Contractor shall ensure that all CEQA reviews are completed within the same timeframes as the HUD mandated environmental reviews. **LEAD BASE PAINT AND ASBESTOS TESTING** – The CDBMS will provide these tests and associated remediation on an as-needed basis, however, since most properties were fully destroyed, the need for these tests may be low.

Tasks to be accomplished by the Contractor, under this contract, will be addressed with associated deliverables, performance measures, milestones, and timelines, among other requirements. The Contractor will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under

EXHIBIT A

this Contract. The scope of work presented is based upon circumstances existing currently.

The Contractor will be responsible for assisting HCD-DRS in drafting and maintaining current versions of all program policies and procedures for the ReCoverCA Program.

The Contractor will maintain close coordination and cooperation with HCD-DRS's Prime Grant Management Contractor (PGMC) responsible for assisting HCD-DRS with overall HUD grant management, and a Quality Assurance/Quality Control (QA/QC) provider, if any, with anticipated communication on a daily basis. The PGMC (and QA/QC, if any) provider(s) will be procured via a separate RFP(s) for the purposes of monitoring performance and internal controls, related to process management and grant management services. Reporting requirements may be included within one or both of these contracts to provide reporting requirements for HCD-DRS and Contractor.

The ReCoverCA Program will provide eligible homeowners the choice of two (2) Solutions, with the possibility of a third:

- A. **SOLUTION 1. Turnkey (Full Service)** solution whereby the Contractor provides case management and program compliance oversight, and the CDBMS contractor evaluates the damage and creates the scope of work, then performs or contracts for all needed services—environmental reviews/lead base paint testing, construction, etc. to bring the dwelling to a reasonable level of livability.
- B. **SOLUTION 2. Homeowner Managed Construction** where the owner has already engaged a construction contractor or chooses to engage in a construction contract independently. The Contractor will provide case management and program compliance oversight, and the CDBMS will provide environmental services, as needed.
- C. **SOLUTION 3. NOT CURRENTLY AVAILABLE BUT MAY BE, PENDING SURVEY RESULTS - Reimbursement** solution where the owner has already restored the dwelling to livability or incurred construction costs and can provide itemized invoices and proof of payment for the eligible work performed. The Contractor shall confirm the work performed conforms to the level of actual fire damage and determine if any additional work is required to restore the home to minimum ReCoverCA Program standards. The Contractor would be charged with verifying invoices, applying reasonable cost standards to the invoices and paying the owner any amounts due, less any duplicate benefits received by the homeowner.

*Note that should Solution 3 become available, Solutions 1 and 3 or 2 and 3 may be combined for certain applicants, depending on their individual situation.

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5. GENERAL REQUIREMENTS FOR SOLUTIONS 1, 2 and 3

- A. The Contractor will explain to the homeowner what damages are eligible for the program and shall obtain all necessary documentation which may include pre-construction pictures demonstrating the fire related damages and the pre-construction condition of elements identified for inclusion in the proposed project scope of work.
- B. The Contractor will explain homeowner's options regarding the two, possibly three, available solutions, so that the homeowner may make an informed decision as to which solution to pursue.

6. CONTRACTOR'S GENERAL REQUIREMENTS FOR ALL SOLUTIONS

- A. The Contractor must ensure all staff and subcontractors know and enforce housing policies required by HCD-DRS's ReCoverCA Program and HUD (including, but not limited to, those addressing mobile homes, minimum standards, mold remediation, lead based paint, asbestos, WUI codes, floodplain requirements etc.). Contractor must also both ensure and document compliance with same requirements.
- B. The Contractor shall conduct criminal and financial background checks for all personnel to be utilized for the Program and ensure that only those who can successfully pass said checks are engaged on the project.
- C. The Contractor shall provide all staff and subcontractors working outside of established Program offices with identification, including a standard color collared shirt and photo identification. The words: 'ReCoverCA Program' and 'Contractor' are required to be clearly visible on both the shirt and photo identification badges, which shall be designed to discourage and reduce chances of counterfeiting.
- D. All Contractor staff and subcontractors meeting with homeowners must possess and present at all times approved work orders showing authorization to survey and conduct work on their homes. Work orders must clearly identify the scope of work and anticipated timelines for work completion as the Contractor must also provide documentation to the homeowner explaining the rights of the homeowner throughout the construction process.
- E. The Contractor will establish an escalation and resolution protocol for any homeowner issue resulting from contract operations and engagement, and shall keep the State informed as to the progress of all complaints.
- F. The Contractor will report to the State any evidence of fraud or potential criminal activity as soon as possible but no later than two (2) workdays from discovery.
- G. The HCD-DRS expects the Contractor to provide competent and qualified staff to work on the scope of services under this contract. The HCD-DRS reserves the right to prohibit unqualified or incompetent staff of the Contractor from assisting with the implementation and administration of the "Program(s)".

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No key personnel may be assigned to the resulting Contract without the written consent of the State. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Any hours in excess of 40 hours per week require approval by the State and/or State Program Manager (SPM) and proof of payment to the personnel who work the excess hours. The Contractor will be paid at the same agreed upon billing rate listed in Attachment 3 (or lower negotiated rates) for all units/hours worked. The Contractor will be required to coordinate with the State on staffing during recognized State and Contractor holidays.

7. TASKS AND SERVICES

This section provides a detailed list of tasks and services the Contractor will be responsible for providing under the contract. The Contractor will be responsible for entering information related to these tasks in the applicable State-approved systems of record (eGrants and Grants Network) on a daily basis. The Contractor will be required to coordinate with other programs being administered by the HCD-DRS as required and at summary level, these tasks include:

- A. Task 1 - Start-up of ReCoverCA Program
- B. Task 2 - ReCoverCA Services
 - 2.1. Program Operations and Administration
 - 2.2. ReCoverCA Case Management Services
 - 2.3. Program Administration Services
 - 2.4. Accounting/Reporting and Closing
 - 2.5. Applicant Relations
 - 2.6. Document Management
 - 2.7. Anti-Fraud, Waste, and Abuse (AFWA)
 - 2.8. Public Relations/Outreach
 - 2.9. Policy/Training
 - 2.10. Grant Recapture
 - 2.11. Reporting
- C. Task 3 - Close-Out of ReCoverCA Program

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8. Task 1 – Start-Up of ReCoverCA Program

- A. At the direction of the State Program Manager (SPM) or designee, the Contractor will be responsible for performing the tasks identified below which may include, but are not limited to, the following:
- 1) Complete the operational plan and cash flow projections for the expenses of the Program and assistance payments, using Community Development Block Grant – Disaster Recovery (CDBG-DR) funds; to include controls to avoid fraud, waste and mismanagement of funds, controls to eliminate duplication of benefits from insurance companies, Small Business Administration, Federal Emergency Management Agency, etc., processes for determining damage assessment and methods for ensuring ownership of property (tax accessor information) along with titles being free and clear (if required by the Program), review legal agreements. All procedures and systems shall be in accordance with federal and state regulations and in conformance with the State’s contractual agreement with HUD.
 - 2) Incorporate the Construction Design-Build, Management Services into the operational plan, to include pre-award site inspections, damage assessments, cost to rebuild (square footage assessment) and the allowable costs Scope of Work (SOW) to restore the home to the HCD-DRS approved standards, for all homeowners. The Program Management Services Contractor must coordinate efforts with the Construction Design-Build, Management Services Contractor to ensure and certify that construction work was done within the approved parameters of the SOW.
 - 3) The program will provide Policies and Procedures for the ReCoverCA Program. The Contractor will be fully responsible for managing the document once they are on board including tracking updates to program policies, procedures, forms, agreements, and checklists.
 - 4) Compile, analyze all homeowner assistance survey data, and make recommendation to HCD-DRS/State Program Manager and State Program Specialist for best programming option to address survey results.
 - 5) If needed, in consultation with HCD-DRS staff and Prime CDBG-DR Grant Management Contractor, provide for review and final submission any needed programmatic waivers and/or amendments (substantial or non-substantial) to the Action Plan which allow the State needed flexibility to carry out the ReCoverCA Program mission. Initial draft(s) due to State Program Manager within five (5) business days after determination is made that waivers/amendments are needed.
 - 6) As directed by the State, required to secure space and equipment necessary to stand up and operate temporary and/or “pop-up” Housing Assistance Events across multiple days or weeks in the disaster impacted

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areas. The Contractor should plan on at least one Housing Assistance Event in each of the impacted counties as appropriate during both the survey and application phases of the Program. The Contractor will be responsible for all costs of operating the events, but approval and subsequent reimbursement is dependent upon local need, workload, and cost reasonableness.

- 7) Secure the necessary personnel and equipment to be able to take applications in-person and over the phone in a timeframe agreed to in writing by HCD and the Contractor. (This has been amended to reflect the uncertainties of timing caused by the COVID-19 crisis).
- 8) Develop procedures and forms for obtaining privacy releases, both in-person at Housing Assistance Events and from applicants who reside in remote locations.
- 9) Complete the hiring of at least 40% of the personnel (including personnel of subcontractors) within thirty (30) days of the contract start date required to operate the programs.
- 10) Enter into contracts, which are provided to and approved by the State, with all subcontractors required to operate the Program within thirty (30) business days of the start date of the contract.
- 11) Design and launch a public education and outreach campaign which will begin within 30 calendar days after the contract start date, and continue actively for six months, for the purpose of encouraging all eligible homeowners to apply for assistance.
- 12) Provide information about the Program. All final documents provided by the Contractor must be compliant with Section 508 ADA access and State of California AB 434. AB 434 requires WCAG 2.0 compliance,
- 13) Make ready all electronic documents, with necessary protections of privacy.
- 14) Within the full program policies and procedures manual, include policies and procedures for:
 - Verifying other sources of funds (Duplication of Benefits) for approval by HCD-DRS,
 - Determining scope of work required for construction completion (in coordination with Construction Design-Build, Management Services contractor),
 - Safeguarding assets and managing assets, and
 - Maintenance of files for duration of the contract and delivered to HCD in a manner that is agreed upon by HCD Program Manager and the vendor.

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- 15) At the request of HCD/HCD-DRS, make senior managers of the Proposer or subcontractor firms available for media interviews, meetings with federal officials, and other necessary external meetings, each instance of which must be requested by and/or approved by a designated representative of the State.
- 16) Any other tasks deemed mission-critical by the State.

9. **Task 2 – Administer the ReCoverCA Program**

A. Task 2.1 – Program Operations and Administration

- 1) Oversee program operations and administration related to the Program to meet the performance measures, and timelines prescribed in the work plan.
- 2) Work closely with the State and its designees in preparing and submitting an overall project plan for the Program, manage day-to-day operations, improve processes for quality and efficiency, and implement policy changes.
- 3) Provide reports to program management, via email, that reflect the major activities for the reporting period as specified by the HCD-DRS (e.g. monthly, quarterly).
- 4) Communicate proposed quality assurance/quality control procedures and potential Program risks, issues, statuses, recommendations, and resolutions to the State.
- 5) Perform routine quality checks of the operational/functional areas using a standard checklist, to be approved by the SPM to ensure that applications are processed according to approved policies. Report the results and recommendations to the SPM and SPS on a bi-weekly basis, via email and during a weekly program update call.
- 6) Track and complete inventory of all items purchased with Program funds or provided by the State.
- 7) Scale staff to efficiently run the Program.
- 8) Coordinate with the HCD-DRS and other external entities, to conduct research and provide information related to the Program.

B. Task 2.2 – ReCoverCA Case Management Services

- 1) Take applications from homeowners via web forms, telephone and face-to-face interviews.
- 2) Through personnel acting as Case Managers provide information about the program and answer applicants' questions.

EXHIBIT A

- 3) Verify the ownership and occupancy of each property subject to the application. Ensure that the owner has right title and interest to the property (using tax assessor data), identify all lien holders.
- 4) Conduct Duplication of Benefit analysis and size the grant by securing data sources and verifying sources of funds (e.g. Insurance & SBA) that were paid to applicant as compensation or other settlements or write-offs in connection with the applicant's disaster related property losses, which must be deducted from the amount of the State's assistance, namely: property and hazard insurance payments, any disaster related settlement funds for housing, Small Business Administration (SBA) loans as necessary, and the portion of any FEMA Individual (household) Assistance Payments received by applicants to compensate for real property losses.
- 5) Incorporate the delivery of the pre-award site inspections, site-specific environmental work, damage assessment, cost to rebuild (square footage assessment) or the necessary repairs in the allowable cost Scope of Work (SOW) to restore the home to the HCD-DRS approved standards, in order to communicate these services to the applicants. Program Management Services will work with CDBMS contractor to ensure and certify that construction work was done within the approved parameters of the SOW.
- 6) Calculate the amounts of assistance due to qualified applicants, prepare all documents related to the commitment and disbursement of this assistance by the State, and forward this documentation to the State.
- 7) For some or all assistance transactions, file documents in the public records and provide escrow services as instructed by the State.
- 8) Provide applicants with assistance from a case manager, who will advise homeowners on the following:
 - The implications of choosing the various Solutions under the Program.
 - How to understand and manage financial matters such as insurance payments, FEMA payments, outstanding secured loans, liens, etc.
 - Coordinating with the CDBMS teams.
 - If Solution 2, homeowner managed construction, is selected, an initial advisory session about the tasks involved for the owner will be conducted addressing issues such as: how to avoid being defrauded, professional design and survey services that may be required, how to identify services providers and building contractors through an online registry, and how to manage engagements with those service providers and contractors.
- 9) Ensure that the grant calculations are entered in the system of record as required by the State.

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- 10) Obtain and verify all required calculation inputs that are to be captured in the system of record as required by the State, for each remaining applicant.
- 11) Communicate with the applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application.
- 12) Generate award documents and schedule closings/acknowledgment of grant award meetings.
- 13) Process applications in accordance with the Program policies, procedures, and business processes.
- 14) Coordinate with applicants to resolve issues impacting previous and/or future grant disbursements.
- 15) Document all communications with the applicants regarding the status of their application and subsequent related processes, requests for additional information, or problems that may arise in conjunction with the application in the system of record.
- 16) Develop recommendations to ensure that applicants receive the most favorable benefit available.

C. Task 2.3 – Program Administration Services

- 1) These services will include managerial tasks necessary for the management and administrative aspects of the project that shall include the following elements:
 - Responsible for ensuring that the Program components are administered in a way that is completely consistent and compliant with all applicable Federal and State statutes, regulations, and any other such guidance as may be issued by a Federal government or State governmental agency with jurisdiction.
 - Program planning, organization, contracting, scheduling and reporting to HCD-DRS, by completing a comprehensive set of written operational procedures explaining how, and by whom, all the Program elements necessary to meet the Program's goal to restore the damaged properties of eligible Homeowners will be accomplished. This must include the interaction of CDBMS contractor.
 - Research, analysis, acquisition, and maintenance of Graphic Information System (GIS) data.
 - Administrative, accounting and recordkeeping functions that are compliant with all federal, state and program requirements.
 - Training for specific workflow procedures.

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- Costs for filing public notices and fees paid to agencies
 - Title and escrow services
- 2) Coordination with HCD-DRS – The Contractor will maintain a close coordination with HCD-DRS as needed, with anticipated communication daily. HCD-DRS will have “real time” access to all program data through web-based tools and management systems. In addition, the Contractor will coordinate with HCD-DRS and appropriate contractors to ensure the appropriate level of environmental review is performed and no work is conducted without HCD-DRS concurrence or authorization.

D. Task 2.4 – Accounting/Reporting and Closing

- 1) Account for and reconcile all funds that are (a) requested and received from the State, (b) disbursed to applicants, (c) in process or in suspension, (d) returned by applicants and their insurance companies to the Program (through the insurance subrogation process), (e) returned as a result of grant recapture, and (f) returned by applicants and recipients who decide to no longer participate in the Program (g) Record confirmation of EFT and checks cleared. All funds should be accounted for through eGrants and an escrow account set up by the Contractor. The escrow account must meet standards agreed to by HCD Program Manager and the Contractor in writing.
- 2) Administer the collection and processing of insurance subrogation funds; review and account for subrogation funds according to the Program policies and procedures; and, record the subrogated funds in the State's system of record.
- 3) Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by the State, via email.
- 4) Provide the State with activity, financial and progress reports as required to support billing for services and preparation of reports for State monitoring agencies and HUD.
- 5) Execute disbursement and draw requests according to Program policies, which at a high level include:
 - Notify the State of application approval and coordinate with the State for final approval.
 - Address questions and issues related to each applicant's disbursement.
 - Coordinate funding requests with the State.
 - Process and approve payments submitted by the Construction Design-Build, Management Contractor

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- Record and document all payments through Electronic Funds Transfer (EFT) confirmations or cleared checks.
- 6) Establish escrow accounts for applicants required to contribute funds towards the Construction Activities. The HCD Project Manager will support HCD in the review of invoices and determination of appropriate funding sources. These funds must be disbursed prior to draw request of CDBG-DR funds.

E. Task 2.5 – Applicant Relations

- 1) Provide Housing Assistance (HA) staff to support inquiries made by the applicants via walk-ins, appointments, phone, email, or online submission. The Contractor will provide as Other Direct Cost (ODC) the necessary equipment, including a toll free phone number to accept and log all inquiries. HA support will be provided from 8:00 AM to 5:00 PM, Pacific, Monday through Friday, excluding State holidays.
- 2) Perform routine functions such as fielding and routing inbound calls, making outbound calls to follow up with qualified applicants identified during targeted mailings, schedule follow up appointments, determine the status of an applicant, gather required documentation from the applicants, and assemble in the required format in the system of record.
- 3) Track all inquiries in the applicable system of record.
- 4) Coordinate with other functional areas to draft correspondence for targeted mass mailings and/or applicant status updates for State approval.
- 5) Conduct applicant file research by reviewing internal documentation, regulations and policies, and any additional supporting documentation that has been submitted by the applicant.
- 6) Develop a mediation (appeal) process to resolve disputes homeowners encounter.

F. Task 2.6 – Document Management

- 1) Store and retrieve applicant documents, applicant-related emails, written correspondence, training material, decision logs, and Program policy and procedures (along with information leading up to the policy and procedures decisions) in an electronic environment for quick retrieval according to State and Federal guidelines for record retention. All documents and materials are the State's property.
- 2) Process, scan and upload documentation into the respective systems of record and/or a virtual location to be determined by the State. This may include documentation for existing applications and any other documentation resulting from quality assurance reviews.
- 3) Perform periodic file inventory.

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- 4) Perform mail intake services.
 - 5) Coordinate with other functional areas to execute targeted mass mailings (letter campaigns).
 - 6) Document and store records electronically for every meeting between Contractor and the State and provide such documentation to the State.
- G. Task 2.7 – Anti-Fraud, Waste and Abuse (AFWA)
- 1) Perform process management, file review, reporting and document management, as required for the following
 - Internal and external audits (federal, State and Legislative);
 - Analytic outlier reports;
 - Potential fraud investigations; and,
 - Responses to public record request(s), subpoenas, and prosecutorial support.
 - Develop and manage internal quality control processes to ensure consistency among a large number of staff.
 - Develop anti-fraud, waste and abuse policies and procedures, subject to State approval.
 - Report findings to the State.
- H. Task 2.8 – Public Relations/Outreach
- 1) Coordinate outreach efforts, including call-out and letter campaigns, in accordance with an outreach plan to be developed by the Contractor and approved by the SPM. All final outreach materials will be compliant with Section 508 ADA access and State of California AB 434 as necessary utilizing the Adobe Pro DC Accessibility Tool, a color contrast analyzer tool such as: <https://developer.paciellogroup.com/resources/contrastanalyser/>, and a screen reader tool such as <https://www.nvaccess.org/> to determine compliance.
- I. Task 2.9 – Policy and Training
- 1) Develop training administration procedures that ensure uniform and efficient training for all staff, including HCD-DRS staff.
 - 2) Maintain, update, and develop a centralized electronic repository to store current and historical policies and procedures, system design training materials and release notes, and all other related materials.

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- 3) Provide staff on-boarding process for new and current hires.
 - 4) Cross-train the Program staff as required
 - 5) Coordinate, integrate, and manage the training activities of all staff responsible for providing the Program services.
 - 6) Coordinate, integrate, and manage training activities of all staff responsible for communicating construction management documentation and services.
 - 7) Review the Program procedures to ensure that all training materials follow the Program policies and procedures, updating materials as necessary.
- J. Task 2.10 – Grant Recapture
- 1) Develop grant recapture procedures.
 - 2) Implement recapture process for applicants that may be required to return funds under the Program rules.
- K. Task 2.11– Reporting
- 1) Create reports to track performance, inventory, staffing levels and status of homeowners throughout the process.
 - 2) Prepare pipeline report monthly which provides data required by HCD-DRS to monitor the progress of the Program.
 - 3) Prepare flow charts of Program processes.
 - 4) Create charts and maps of designated areas as requested by HCD-DRS.
 - 5) Reconcile all federal funds requested and drawn from HUD, as applicable for the Program and awarded to grant recipients.

10. Task 3 – Close-Out of ReCoverCA

- A. Close out files for all applications and closed transactions, including electronic files related to all stages of processing applications from the Program.
- B. Provide final program activity and financial reports to the SPM and SPS.
- C. Provide all other documentation and certifications required by the contract and terms of the federal funding to the SPM and SPS.
- D. Participate in and cooperate with all activities associated with any transition to a successor staff, including but not limited to education and training.

11. Deliverables

- A. Tasks to be accomplished under the contract will be addressed in contract and communicated deliverables, performance measures, and timelines, among other HCD-DRS requirements.

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- B. The Contractor shall work with the HCD-DRS management and HCD's CDBG-DR Prime Grant Management Services Consultant to determine which metrics shall be measured and monitored for adequate contract performance. The Contractor should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

12. Effective Date and Term

- A. This Agreement is effective upon approval by DGS. The termination date of this Agreement is three years from DGS approval. No services shall be provided before approval by DGS, or after the termination date.
- B. This term of this Agreement shall commence on the Agreement Effective Date and span three (3) years, with six (6) optional extensions not to exceed a total of nine (9) years.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$2,963,268.00.

2. Invoicing and Payment

- A. Contractor shall invoice on a time-and-materials 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, 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 shall be submitted, not more frequently than monthly, in arrears, to:

Department of Housing and Community Development
Accounting Division
2020 W. El Camino Avenue, Suite 300
Sacramento, California 95833
(916) 263-6612

3. 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.

4. Prompt Payment Clause

Payment will be made in accordance with Chapter 4.5 (commencing with Section 927) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**EXHIBIT B
BUDGET DETAIL**

Direct Labor Category	Proposer's Hourly Rate	Number of FTEs Needed	Total Cost
Program Management			
Program Director	\$225.00	0.42	\$187,110.00
Senior Manager	\$200.00	1.91	\$764,400.00
Manager	\$170.00	0.21	\$71,400.00
Project Manager/SME	\$250.00	0.07	\$35,700.00
Communication Specialist	\$145.00	0.19	\$54,810.00
Program Marketing: materials, postings for meetings, etc.	\$0.00	0.00	\$0.00
Case Manager	\$107.00	5.12	\$1,096,536.00
Clerical/Admin. Assistant	\$68.00	0.00	\$0.00
TOTAL DIRECT LABOR COST			\$2,209,956.00

Subcontracted Labor Category	Proposer's Hourly Rate	Number of FTEs Needed	Total Cost
Program Director	\$225.00	0.00	\$0.00
Senior Manager	\$200.00	0.00	\$0.00
Manager	\$170.00	1.18	\$399,840.00
Project Manager/SME	\$250.00	0.07	\$33,600.00

EXHIBIT B
BUDGET DETAIL

Communication Specialist	\$145.00	0.00	\$0.00
Program Marketing: materials, postings for meetings, etc.	\$0.00	0.00	\$0.00
Case Manager	\$0.00	0.00	\$0.00
Clerical/Admin. Assistant	\$68.00	2.35	\$319,872.00
TOTAL SUBCONTRACTED LABOR COST			\$753,312.00

ANNUAL DIRECT LABOR COST	
TOTAL DIRECT LABOR COST	\$2,963,268.00
AVERAGE OF ALL COST CATEGORIES	
DIRECT COSTS (EXCEPT LABOR)	
Equipment and Supplies (Itemized)	
Other Direct Costs (Itemized)	
Travel Costs*	N/A
YEARS 1-3 TOTAL COST	\$2,963,268.00

EXHIBIT D

HCD ADDITIONAL CONTRACT TERMS

PERSONAL/CONSULTING SERVICES

1. Interpretation

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

2. Publications and Reports

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

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

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

EXHIBIT D

3. Progress Reports

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

4. Presentation

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

5. Report Delivery

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

6. HCD Staff

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

7. Confidentiality of Data and Documents

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

EXHIBIT D

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

Legal Notice

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

8. Provisions Relating to Data

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

EXHIBIT D

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

9. **Amendments**

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

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

EXHIBIT D

10. **Approval of Product**

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

11. **Substitutions**

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

12. **Waiver**

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

13. **Agreement is Complete**

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

14. **Captions**

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

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

16. Force Majeure

"Force Majeure" means a delay which impacts the timely performance of Work for which neither Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party.

Acts of Force Majeure include, but are not limited to:

- Acts of God or the public enemy;
- Fire or other casualty for which a party is not responsible;
- Quarantine or epidemic;
- Strike or defensive lockout; and,
- Unusually severe weather conditions, such as a hurricane.

17. Permits and Licenses

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

18. Litigation

HCD, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against HCD or its officers or employees for which the Contractor must provide indemnification (refer to GTC-04/2017) under this Agreement. To the extent permitted by law, HCD shall authorize the Contractor or its insurer to defend such claims, suits, or actions and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense. The failure of HCD to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

EXHIBIT D

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

19. **Insurance Requirements**

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

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

The certificate holder should be:

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

- 2) Description of Operations should read:

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

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

20. **Severability**

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

21. Disputes

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

22. Suspension or Termination

A. Suspension of Work:

The Director or Acting Director of HCD, or his/her designee, by written order may suspend the work of the Contractor, or any portion thereof, for any period up to ninety (90) days, as the Director or his/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 this Agreement is amended in writing in advance.

B. Termination at Option of State:

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

In the event HCD terminates all or a portion of this Agreement for any reason, it is understood that HCD will provide payment to Contractor for satisfactory services rendered and reasonable expenses incurred prior to the termination of this Agreement, and for reasonable expenses incurred by the Contractor prior to

EXHIBIT D

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

C. Termination for Default:

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

D. Termination Due to Bankruptcy:

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

E. Convenience:

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

F. Cumulative Remedies:

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

G. Completion:

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

EXHIBIT D

23. Public Contract Code

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

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

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

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

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

26. Potential Subcontractors

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

EXHIBIT D

- E. If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of this Agreement. The Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.
- F. Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the Contract Manager, along with documentation to support the substitution.

27. Disabled Veteran Business Enterprises (DVBE)

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

28. Conflict of Interest Clause

A. Purpose

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

B. Conflicts of Interest

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

- 1) **No Current or Prior Conflicts of Interest.** Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients, that would conflict in any manner or degree with the performance of Contractor's obligations under this Agreement.
- 2) **Prohibition on Conflicts.** Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of this Agreement.
- 3) **Notice of Conflict.** If any actual or potential conflict of interest arises under this Agreement, Contractor shall immediately inform HCD in writing

EXHIBIT D

of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (4) below.

- 4) **Termination for Material Conflict.** If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under this Agreement, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate this Agreement upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.

EXHIBIT E
CDBG-DR TERMS AND CONDITIONS

1. Required Insurance Certificates

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

- Worker's compensation insurance

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

2. Required Dun and Bradstreet DUNS Number

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

3. Debarment and Suspension

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

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

The Department is required to have this language in all CDBG 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.

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

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.

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 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.

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 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-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 F
DATA USAGE AGREEMENT
CDBG-DR 2017 and 2018 Disasters

This Data Usage Agreement (“Agreement”) is entered into as of the effective date set forth below by Horne, LLP, a Delaware limited liability partnership (“Horne”) for the benefit of the California Department of Housing and Community Development, a political subdivision of the State of California (“HCD”), with reference to the following:

R E C I T A L S

- A. HCD administers and implements the federal Community Development Block Grant Disaster Recovery program (“CDBG-DR”) on behalf of the State of California.
- B. In connection with the operation of the program, HCD carries out certain disaster recovery activities relating to various natural disasters impacting regions of California. Such activities often require coordination with certain federal entities, such as the Federal Emergency Management Agency (“FEMA”) and the Small Business Administration (“SBA”), in order to comply with the regulations of the CDBG-DR program.
- C. In carrying out its recovery activities under the CDBG-DR program, HCD and its contractors require access to various forms of sensitive and confidential data from FEMA and SBA in order to, among other things, verify that disaster victims are eligible to receive funding and other benefits under the CDBG-DR program. This sensitive data includes, but is not limited to, personally identifiable information (“PII”).
- D. In order to obtain this information, HCD has entered into certain data sharing agreements and/or memoranda of understanding with FEMA and SBA (collectively, the “Data Sharing Agreements”) which govern the sharing of FEMA (“FEMA Data”) and the SBA (“SBA Data”) (collectively, the “Disaster Data”) in connection with disaster declarations FEMA-4344-DR, FEMA-4353-DR, FEMA-4407-DR, FEMA-4382-DR, SBA-CA-00279, SBA-CA-00281, SBA-CA-00282, SBA-CA-00283, SBA-CA-00295, and CA-00288 (collectively, the “Disasters”).
- E. Concurrently herewith, HCD and Horne are entering into a Standard Agreement, to which this Exhibit F is attached, pursuant to which HCD will be providing certain Disaster Data to Horne in order for Horne to carry out certain aspects of the CDBG-DR program set forth in the Standard Agreement (the “SA”) and as further identified in Section 1 below.
- F. Pursuant to the terms of the Data Sharing Agreements, before HCD can provide any Disaster Data to a third party, HCD must enter into a written agreement with the third party which requires such party to comply with the terms of the Data Sharing Agreement.

EXHIBIT F

G. Accordingly, this Agreement serves to bind Horne, and any of its subcontractors or agents which may be subsequently approved by HCD to receive the data described herein, to the restrictions on the use of the Disaster Data contained in the Data Sharing Agreements and to ensure Horne's compliance with all of the other terms thereof. Furthermore, this Agreement also imposes similar restrictions on the future use of similar data which later may be provided to Horne in connection with its performance of its work under the SA.

A G R E E M E N T

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Horne hereby agrees as follows for the benefit of HCD:

1. Data Usage.

The Disaster Data may only be used by Horne for the following purposes and no others: (i) to perform the unmet recovery needs analysis required by the Department of Housing and Urban Development ("HUD") for individuals affected by the Disasters, (ii) to perform a duplication of benefits analysis for individuals affected by the Disasters, and (iii) to identify potential CDBG-DR program participants. The Disaster Data is to be treated as highly confidential at all times and only used by Horne for the express purposes listed in this Agreement. Any other use or dissemination of the Disaster Data is strictly prohibited and constitutes a material breach of this Agreement.

2. Data Sharing

The Disaster Data may not be shared with or transferred by Horne to any third party without the prior written consent of HCD, which may be given or withheld in HCD's sole and absolute discretion. In the event HCD approves a request for the use of the Disaster Data by a third party designed by Horne, the party receiving the Disaster Data from Horne must execute a data sharing agreement from HCD binding such party to the terms of the Data Sharing Agreement. Horne shall be jointly and severally liable for any and all damages, costs, losses, and liabilities resulting from or in any way related to a data breach or a violation of any data sharing agreement which is caused by a third-party with whom Horne has shared data under this Agreement, regardless of fault.

3. Data Storage

The Disaster Data shall only be stored on computers owned by, and in the sole control of, HCD and/or Horne, and all such computers must be password protected and fully secure according to all current industry security standards, protocols, and practices associated with the handling of PII and the types of data contained in the Disaster Data.

EXHIBIT F

Any Disaster Data that is stored on unsecured shared drives or servers must be first stripped of all PII to ensure the security and confidentiality of such data at all times.

4. Data Ownership

The Disaster Data shall at all times be owned by SBA and FEMA as set forth in the respective Data Sharing Agreements, and neither Horne nor any other entity or person shall have or acquire any ownership interest, claim, or rights by virtue of this Agreement. Neither Horne, nor any of its subcontractors or agents, shall sell, lease, rent, license, grant, or transfer to any third party the Disaster Data or the right to the use or accessibility thereof, except as may otherwise be expressly provided for herein. This Agreement, and all rights and benefits herein, is personal to Horne and is non-assignable or transferable in any way. All Disaster Data in the possession or control of Horne shall be returned to HCD immediately upon request, and any and all duplicate copies thereof shall be permanently deleted by Horne and any of its authorized subcontractors and agents, if applicable, in accordance with prevailing industry security standards. Any violation of this provision shall constitute a material default hereunder.

5. Standard Agreement

The SA contains certain indemnification and insurance provisions, and data security, data protection, and data confidentiality provisions, all of which shall also apply to Horne's handling and use of the Disaster Data as described in this Agreement. All such provisions are hereby incorporated herein by this reference. The limits of any insurances to be provided by Horne and/or its authorized subcontractors under the SA shall not limit the liability of such parties to HCD, or any other indemnified party hereunder, for a breach of this Agreement or a violation of any Data Sharing Agreement.

6. Subcontractors

By executing this Agreement, Horne agrees on behalf of itself and any of its HCD-approved subcontractors and agents to fully observe and be bound by the terms and conditions contained herein and in the Data Sharing Agreements described above. Horne shall require all HCD-approved subcontractors and agents to execute and deliver to HCD a data usage agreement containing similar terms and provisions as those contained herein prior to the commencement of any work or receipt of any Disaster Data by such subcontractors or agents.

7. Notice

Horne agrees to provide immediate written notice to HCD of any suspected or actual data breach, theft, or compromise of any of HORNE's computers or network used by

EXHIBIT F

Horne or any of its HCD-authorized subcontractors or agents, in conjunction with the work to be performed pursuant to the SA and this Agreement. All notices required hereunder shall be provided to the HCD representative listed in the SA.

8. Default

Any breach by Horne under the terms of this Agreement constitutes a material breach of the SA.

9. Indemnification of HCD

Horne agrees, at its sole cost and expense, to indemnify, defend, and hold HCD, HUD, and FEMA and their respective employees, officers, agents, attorneys, contractors, and representatives, harmless from and against any and all claims, actions, judgments, costs, losses, and liabilities of any nature whatsoever (including, without limitation, attorneys' fees and costs), resulting from or in any way related to a data breach or any violation of this Agreement, whether caused by Horne and/or any of its employees, agents, representatives, contractors, and/or subcontractors, and whether such conduct was negligent or intentional or the acts of criminals. HUD and FEMA are hereby deemed intended third-party beneficiaries of this Agreement for purposes of the foregoing indemnification and defense provisions. The limits of any insurance policies covering the activities of Horne hereunder and/or under the SA, shall not in any way limit the indemnification and defense obligations of Horne under this provision. The obligations of Horne hereunder shall survive the expiration or termination of this Agreement and the SA indefinitely.

10. Applicability to Other Data.

In the event that HCD elects to share with Horne, and/or its approved subcontractors or agents, any other data of the general nature covered by this Agreement, regardless of the source of such data, Horne agrees that all of the terms and limitations set forth in this Agreement shall automatically apply and extend to the use of all such other data. If requested by HCD, Horne shall execute and deliver any future amendments to this Agreement in order to confirm the foregoing.

This Agreement is executed and delivered by the undersigned as of the effective date of the SA to which this Exhibit F is attached.

Horne, LLP,
a Delaware limited liability partnership

By: _____

Its: _____

Anna Stroble, JD
Engagement Partner



Anna has **14+ years of experience in CDBG-DR recovery programs involving reconstruction and rehabilitation of housing**. Her legal experience includes government relations, CDBG compliance, federal and state regulatory compliance and government contracts. Anna provides compliance expertise in disaster recovery programs and subject matter expertise in housing, economic development programs and federal procurement.



AREAS OF EXPERTISE

CDBG-DR Housing Compliance
Reconstruction Housing Programs
Fair Housing Compliance
Government Regulations
2 CFR 200
CDBG-DR Compliance
Section 3 Compliance
Procurement

EDUCATION

Juris Doctor, *University of Mississippi*
School of Law
Bachelor of Science in Marketing,
Mississippi College

WORK HISTORY

HORNE | 2015 – Present
Watkins & Eager PLLC | 2005 – 2015
Mississippi Court of Appeals | 2004 –
2005

CERTIFICATIONS / TRAININGS

United States 5th Circuit Court of Appeals
United States District Court, Northern
District of Mississippi
United States District Court, Southern
District of Mississippi
Admitted to the Mississippi Bar, 2004

DUTY STATEMENT

Anna will serve as one of ReCoverCA's Engagement Partners. She will leverage her decade of CDBG-DR experience to support the final program design and work with HCD's stakeholders to build public support. Throughout the engagement, she will continue to provide critical guidance to expedite recovery operations and maximize the impact of CDBG-DR funds. Anna will lead program compliance and ensure internal controls are implemented leading to clean compliance reviews.

PROJECT SPECIFIC EXPERIENCE

North Carolina, Hurricane Matthew Disaster Recovery

Project Partner | December 2017 – Present

Anna oversees a turn-key delivery solution implemented by Robeson County, NC. This program provides housing repair, rehabilitation and reimbursement solutions to homeowners and renters impacted by Hurricane Matthew. She also provides critical guidance to expedite recovery operations and maximize the impact of Community Development Block Grant-Disaster Recovery (CDBG-DR) funds for the citizens of North Carolina. She oversees and coordinates the activities of multiple subcontractors and builders which has assisted hundreds of homeowners in the last 18 months.
Client Reference: Kellie Blue, County Manager, Robeson County, 701 North Elm Street, Lumberton, NC 28358, kellie.blue@co.robeson.nc.us, 910-671-3022

South Carolina Disaster Recovery Office (SCDRO), 2015 Severe Storms and Hurricane Matthew Recovery Programs

Fair Housing Counsel | October 2016 – Present

Anna provides compliance expertise in disaster recovery programs to the State of South Carolina in the implementation of its designed programs to address housing, infrastructure and economic development programs. In addition, she provides subject matter expertise to the state associated with CDBG-DR economic development programs and federal procurement. *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

Texas General Land Office (GLO), Hurricane Harvey Housing Programs

Fair Housing Counsel | December 2017 – Present

Anna provides compliance expertise in disaster recovery programs to the Texas GLO to oversee and implement five distinct and unprecedented Federal Emergency Management Agency (FEMA) housing recovery programs including: permanent housing repair, temporary housing repair, direct leasing, multi-family leasing and manufactured housing recovery programs. HORNE's efforts will serve over 40,000 homeowners impacted by Hurricane Harvey. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Commonwealth of Puerto Rico, Department of Housing (Vivienda), Professional Advisory and Planning Services

Subject Matter Expert | February 2018 – Present

Anna provides compliance expertise for Puerto Rico's CDBG-DR programs supporting the implementation of its designed programs to address housing, infrastructure and economic development programs. In addition, she provides subject matter expertise to Puerto Rico on federal procurement and fair housing matters. *Client Reference: Michelle Méndez Castañeda, Esq., LLM, Director of Disaster Recovery, CDBG-DR Program, Puerto Rico Department of Housing, Avenida Barbosa 606, Juan C. Cordero Building, San Juan, Puerto Rico 00923, mmendez@vivienda.pr.gov, 787-274-2527 ext. 6606*

Virgin Islands Housing Finance Authority, Hurricanes Irma and Maria CDBG-DR Housing Reconstruction Program

Subject Matter Expert | May 2019 – Present

Anna provides compliance expertise for USVI CDBG-DR Case Management and other program policy issues supporting the implementation of its designed programs to address housing programs. In addition, she provides subject matter expertise to USVI on internal controls and fair housing matters. *Client Reference: Antoinette Fleming, CDBG-DR Director, Virgin Islands Housing Finance Authority, 3438 Kronprindsens Gade, GERS Complex 1st Floor, Suite 4, St. Thomas, VI 00802, anfleming@vihfa.gov, 340-777-4432 ext. 4220*

Northwell Health / Staten Island University Hospital

Project Partner / Subject Matter Expert | March 2016 - Present

Anna provides subject matter expertise guiding the Hospital through the myriad of federal requirements associated with their coordinated Hazard Mitigation Grant Program (HMGP)/CDBG-DR match project which capitalizes on mitigation funds available to Superstorm Sandy grantees through multiple disaster recovery programs. *Client Reference: Otto VonEilbergh, Director – Capital Projects, Corporate Facilities Services, Northwell Health, 475 Seaview Avenue, Staten Island, NY 10305, Ovoneilber@Northwell.edu, 718-226-6324*

State of Mississippi, Program Management Office (PMO)

Senior Counsel | 2010 - February 2018

Anna served as Senior Counsel to the State of Mississippi regarding all program management, compliance, monitoring, fair housing and financial guidance. The PMO encompasses approximately \$5.4 billion of CDBG-DR funding over 18 eligible programs. These programs include single and multi-family housing, rental, rehabilitation, new construction, homeowner assistance, elevation, public housing, infrastructure economic development and community revitalization. She worked closely with the Mississippi Development Authority's (MDA) Disaster Recovery Division to create transparency, accountability and consistency across projects. She provided expertise regarding compliance with government regulations, financial management and accurate federal reporting. Anna directly coordinated all compliance and oversight activities. *Client Reference: Chuck Bearman, Chief Compliance Officer, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, cbearman@mississippi.org, 601-359-9345*

Mississippi Development Authority, Neighborhood Home Program

Senior Counsel | 2011 - February 2018

As Senior Counselor, Anna provided program management, policy implementation, project development, procurement and fair housing guidance for the State of Mississippi's \$182 million single-family home repair and reconstruction program. Anna also served as an appeals specialist, reviewing hundreds of appeals for the program. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

Watkins & Eager PLLC

Counsel | 2005 - 2015

Anna served as oversight counsel for Mississippi's Hurricane Katrina CDBG-DR housing, infrastructure and economic development programs. While in this role, Anna advised the executive branch of the state government along with the administering state agencies on all issues relating to CDBG-DR policy development and implementation. In addition to her role as counselor, she served in the important role of senior legal counsel for multiple CDBG-DR programs ensuring compliance in critical areas including procurement, fair housing, Section 3, labor standards and national objective compliance. *Client Reference: Joyce Hall, Member, Watkins & Eager, 400 East Capitol Street, Jackson, MS 39201, jhall@watkinseager.com, 601-965-1900*

Jonathan Krebs, CFA, CGFM, CFE

Engagement Partner



Jonathan has **+11 years designing, leading, and advising CDBG-DR housing recovery programs for 6 different Grantees** following some of the country's most devastating natural disasters. As a nationally recognized expert in disaster recovery housing solutions, he assists officials with designing and implementing housing programs that align with their priorities, the need of their communities and the expectations of their stakeholders.



AREAS OF EXPERTISE

Turn Key Housing Program Solutions
Program Management
Coordination of Federal Funding Streams
HUD CDBG-DR
Regulatory & Programmatic Analysis
Public/Private Partnerships
Financial Analysis

EDUCATION

Bachelor of Science in Business
Administration, *University of Southern Mississippi*

WORK HISTORY

HORNE | 2008 – Present
BancorpSouth | 2006 – 2008

CERTIFICATIONS / TRAININGS

Chartered Financial Analyst
Certified Government Financial Manager
Certified Fraud Examiner
Series 79 (Investment Banking)
Series 63 (State Law)

DUTY STATEMENT

In his role as ReCoverCA's Engagement Partner, Jonathan will lead with Anna to ensure an effective and compliant program. As the program's operational expert, Jonathan will balance operational expectations, compliance requirements, and the needs of the residents to deliver quality results quickly and consistently.

PROJECT SPECIFIC EXPERIENCE

Virgin Islands Housing Finance Authority (VIHFA), Hurricanes Irma and Maria CDBG-DR Housing Reconstruction Program

Engagement Partner | April 2019 – Present

1,800 Applications Collected

1,130 Eligibility Determinations to Date

Jonathan works with VIHFA to design their housing recovery solution and deliver outreach, case management, CDBG-DR eligibility determinations, and transformative application intake technology for the Virgin Islands' housing recovery programs. *Client Reference: Antoinette Fleming, CDBG-DR Director, Virgin Islands Housing Finance Authority, 3438 Kronprindsens Gade, GERS Complex 1st Floor, Suite 4, St. Thomas, VI 00802, anffleming@vihfa.gov, 340-777-4432 ext. 4220*

Texas General Land Office (GLO)

Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441

Texas General Land Office (GLO) (continued)

Monitoring and Oversight Services CDBG-DR Harvey, Round 1

Engagement Partner | July 2019 – Present

Jonathan collaborates with GLO to provide subrecipient, housing, economic development, and infrastructure monitoring services and program guidance related to the GLO's CDBG-DR funded Hurricane Harvey recovery programs.

Hurricane Harvey FEMA Individual Assistance Program

Engagement Partner | December 2017 – Present

+40,000 Survivors Assisted

Jonathan coordinates operations and works with GLO to oversee and implement the nation's first state-led FEMA housing recovery mission including permanent housing repair, temporary housing repair, direct leasing, multi-family leasing, and manufactured housing recovery programs.

Hurricanes Ike and Dolly Housing Recovery

Program Sr. Manager | November 2012 - June 2014

+6,200 Applications Collected

+2,800 Eligibility Determinations

Jonathan served as HORNE's housing operations manager for all Texas Housing operations including work in the Lower Rio Grande Valley, Houston, Galveston County, City of Galveston, and Southeast Texas. His efforts improved team coordination, streamlined intake and eligibility operations and expedited recovery in Texas's most impacted communities. Jonathan worked with GLO to adopt best practices that reduced bureaucracy and improved access to the program for low income residents.

Disaster Recovery Body of Knowledge

Project Sr. Manager | November 2012 - June 2014

Jonathan managed a staff to organize and develop GLO's disaster recovery processes and lessons learned following Hurricanes Ike and Dolly. He coordinated with the GLO staff to define CDBG best practices for housing and non-housing program implementation. His efforts included policy development, process improvement, work flow development, systems review, and document management.

Homeownership Opportunity Program (HOP)

Project Manager | August 2012 – October 2012

Jonathan collaborated with the GLO and local housing advocates to design a single family housing recovery program intended to service vulnerable residents that may have missed opportunities to participate in earlier Ike and Dolly housing recovery programs. He coordinated with the GLO staff to author the HOP program guidelines and define the HOP processes for all subrecipients, which included intensive applicant counseling and housing relocation opportunities, in addition to traditional repair/reconstruct recovery solutions. Jonathan crafted HOP documentation and forms to support program policies and GLO objectives. He worked closely with HOP mobility counselors to organize HOP counseling curriculum and plan HOP implementation.

South Carolina Disaster Recovery Office (SCDRO), 2015 Severe Storms and 2016 Hurricane Matthew Housing Recovery

Engagement Partner | October 2016 – Present

7,882 Applications Collected

3,146 Award Letters Issued

2,518 Homes Constructed

Jonathan worked hand-in-hand with SCDRO's leadership to design and implement the first turnkey housing solution ever attempted by a CDBG-DR grantee. Jonathan's team developed the Action Plan, drafted all policies and procedures, deployed state of the art, end-to-end data management and mobile intake systems, conducted statewide outreach, managed intake and eligibility operations, performed damage assessments, environmental reviews, and construction inspections, and contracted and managed all program builders. Additionally, he helped SCDRO incorporate VOAD and local nonprofit builders to improve long term, local recovery capacity. His team's efforts have resulted in zero findings for SCDRO and multiple best practice designations from HUD. *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

New York Governor's Office of Storm Recovery (GOSR)

Client Reference: Thehbia Hiwot, Executive Director, New York Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, thehbia.hiwot@stormrecovery.ny.gov, 212-480-7191

New York Rising – Social Services Block Grant Housing Recovery Program

Engagement Partner | January 2015 – Present

5,209 Closeouts Completed

Jonathan worked with GOSR to design a program that assisted vulnerable populations with compliance and completion of their Superstorm Sandy recovery, while maximizing underutilized funding sources. The program allowed GOSR to provide additional services for low income families and expedite their program closeout efforts.

New York Rising – Housing CDBG-DR Recovery Program

Program Senior Manager | February – December 2014

+30,000 Applications Collected or Reviewed

11,802 Eligibility Determinations

Jonathan served as senior manager in response to Hurricane Irene, Tropical Storm Lee, and Superstorm Sandy housing recovery program for the State of New York. HORNE was hired to replace GOSR's initial case management provider, and he coordinated the transition. He streamlined intake and eligibility operations and dramatically reduced program delivery costs for GOSR. He provided operational oversight for the multiple projects under this program and served as a subject matter expert related to the implementation of single-family and multi-family residence rehabilitation and reconstruction.

New Jersey Department of Community Affairs, Sandy Integrated Recovery Operations and Management System (SIROMS)

Subject Matter Expert | May 2013 – September 2014

Jonathan served as senior manager and CDBG-DR subject matter expert for multiple projects related to Superstorm Sandy Recovery for the State of New Jersey. These projects included the system design, testing, and documentation of SIROMS, New Jersey's system of record. This effort included process definition and implementation planning for solutions used to facilitate operational deployment during SIROMS development. Additionally, he provided subject matter expertise related to the implementation of single-family home rehabilitation/reconstruction, small rental restoration, and hazard mitigation programs. *Client Reference: Christopher Shannon, Director of Finance – Sandy Recovery Division, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, NJ 08608, christopher.shannon@dca.nj.gov, 609-292-4037*

Mississippi Development Authority (MDA)

Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341

Neighborhood Home Program

Program Manager | October 2010 – March 2013

+17,000 Applications Collected

+10,000 Eligibility Determinations

+4,000 Homes Constructed

Jonathan provided program management, policy implementation, project development, and financial guidance for MDA's CDBG-DR single-family home repair and reconstruction program in response to Hurricane Katrina. He worked closely with the client to develop and deploy a \$130 million home repair and replacement program created to address unmet needs in South Mississippi. Jonathan developed and implemented program processes from start to finish, coordinated with software developers to automate program functions, authored process and policy guides, executed compliance procedures, and managed multiple subcontractors and builders.

Project Management Office

Reporting Supervisor | May 2008 – October 2010

Jonathan coordinated and implemented the design and systems automation for nearly \$1 billion in disaster recovery efforts including three low-to-moderate income rental housing programs, homebuyer assistance program, community revitalization, senior housing program, and public housing program. Jonathan's efforts yielded a web-based on-demand reporting framework that provided the state instant accountability and transparency. He provided financial consulting services to MDA's executive management and evaluations that offered valuable insight into long term project feasibility and financial performance.



Holly has **11+ years collaborating with state and local governments to design and administer HUD CDBG-DR housing programs** across the U.S., including in Texas, California, New York, New Jersey, Mississippi, and Puerto Rico. With a data-centric focus and a long-term view in mind, she delivers recovery projects that reconcile a community's ground truth to the myriad of required federal regulations.



AREAS OF EXPERTISE

CDBG-DR
Housing Recovery Programs
Policy & Procedure Development
Stafford Act Compliance
Project Oversight and Monitoring

EDUCATION

Master of Business Administration in
Accounting, *Millsaps College*
Bachelor of Business Administration in
Accounting, *Millsaps College*

WORK HISTORY

HORNE | 2008 – Present

CERTIFICATIONS / TRAININGS

CDBG-DR Action Plans, Citizen
Participation, and Limited English
Proficiency Training
CDBG-DR Duplication of Benefits Training
CDBG-DR Financial Management Training
CDBG- DR Monitoring & Recordkeeping
Training
CDBG-DR Procurement & Contractor
Management Training
Managing Team Conflict
Data Visualization: Storytelling
Enhancing Team Innovation
Leading Productive Meetings
Time Management for Managers

DUTY STATEMENT

The Program Director provides oversight of the contract and will serve as the principal point of contact on behalf of HORNE. In this role, Holly will supervise all managers to ensure that all deliverables and deadlines are met. She will be responsible for developing the ReCoverCA operational Plan, as well as negotiating contracts for subcontractors or vendors. Holly will provide high-level expertise in HUD/FEMA/HMGP compliance, project management, change management, and consensus building. She will engage and coordinate with program stakeholders, implementing effective solutions to program challenges.

PROJECT SPECIFIC EXPERIENCE

Texas General Land Office (GLO), Monitoring and Oversight Services CDBG-DR Harvey, Round 1

Subject Matter Expert | July 2019 – Present*

Holly provides SME-level CDBG-DR expertise to the monitoring team for completion of program risk assessments and monitoring plans related to the State's Action Plan for Hurricane Harvey recovery totaling \$5+ billion in funding. She assesses GLO policies and procedures to ensure compliance with all HUD requirements and verifies adequate internal controls for management of CDBG-DR funds. Holly develops monitoring plans that identify risk associated with each project, the frequency and impact of each risk, and performance metrics. She provides support and guidance to the monitoring team for executing reviews and interfaces with stakeholders to ensure a culture of compliance and accountability.

Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, Texas GLO, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441

* Should HORNE be awarded a contract by HCD, this role will be completed prior to contract start date with HCD

County of Sonoma, California, Disaster Recovery Consulting Services

Subject Matter Expert | July 2018 – June 2019

Holly provided disaster recovery consulting services to Sonoma County, California as a result of the October 2017 wildfires. She assessed County policies, procedures, job roles, supporting technology, reporting, and compliance systems, and other internal controls and capacity through strategic stakeholder meetings and technical assistance sessions. She trained County staff regarding CDBG-DR eligible activities and other relevant regulations for carrying out compliant program activities. She coordinated with the Sonoma County Community Development Commission and other appropriate internal agencies and attended regular executive briefings of matters as requested. *Client Reference: Michael Gossman, Deputy County Administrator, Sonoma County Office of Recovery and Resiliency, 575 Administration Drive Suite 104A, Santa Rosa, CA 95403, Michael.Gossman@sonoma-county.org, 707-565-2431*

Commonwealth of Puerto Rico, Office of Contract and Procurement Compliance, Risk Assessment & Action Plan

Project Manager | November 2017 – January 2018

Holly led a team that prepared risk assessments of anticipated Hurricane Maria recovery funding of \$200+ million based on detailed reviews and inquiries of agency-wide operations. She collaborated with agency heads, internal staff, and external stakeholders to determine effective solutions to the island's numerous financial problems and oversight concerns. Once risks were assessed, she guided the agency in implementing mitigating actions in accordance with federal regulations to reduce the risk of FEMA de-obligation. *Client Reference: Ottmar J. Chavez Piñero, Executive Director, Puerto Rico Central Office of Recovery, Reconstruction and Resilience (COR3), PO Box 42001, San Juan, Puerto Rico 00940-2001, Ottmar.Chavez@asg.pr.gov, 787-505-2665*

California Department of Water Resources, Oroville Dam Spillway Risk Assessment and Action Plan

Project Manager | May 2017 - October 2017

Holly guided a team that prepared a financial risk assessment based on a detailed review of the response expenditures and developed an action plan to address any items noted in the risk assessment necessary to ensure FEMA Public Assistance compliance. She provided technical expertise on disaster response and recovery to assure compliance and reimbursement and worked to implement the agreed upon action plan in cooperation with California Department of Water Resources accounting personnel. *Client Reference: N/A – staff attrition*

New York Governor's Office of Storm Recovery (GOSR), Disaster Recovery Housing Program

Multifamily Housing Programs Manager | March 2014 – March 2017

Holly moved to Long Island, New York where she directed the State's design and implementation of the \$225 million Rental Property and Condominiums and Cooperatives Programs to remain consistent with their action plan. She trained case managers to efficiently process applications and establish eligibility of applicants before awards were disbursed. She corresponded daily with community leaders and program stakeholders to gather input when implementing policy changes. *Client Reference: Thehbia Hiwot, Executive Director, New York GOSR, 25 Beaver Street, 5th Floor, New York, NY 10004, thehbia.hiwot@stormrecovery.ny.gov, 212-480-7191*

Holly Smith

Program Director



State of New Jersey Department of Community Affairs, Sandy Integrated Recovery Operations and Management System (SIROMS) Compliance

Project Supervisor | November 2013 – February 2014

Holly returned to HORNE after Parkway Properties merged with Eola Capital and closed their local office. She was assigned to the NJ SIROMS project where she assisted in the development of the compliance review process ensuring sub-grantee compliance with program policy and procedure guidelines. She reviewed applications prepared by business advisors for submission to the appropriate state agency to ensure accuracy and compliance with federal and state policy. Holly also provided proactive accounting assistance to both grantees and subgrantees. *Client Reference: Christopher Shannon, Director of Finance – Sandy Recovery Division, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, NJ 08608, christopher.shannon@dca.nj.gov, 609-292-4037*

Parkway Properties, Real Estate Investment Trust Accounting

Senior Property Accountant | July 2011 – November 2013

Holly left HORNE for two years to serve as a senior property accountant at Parkway Properties where she was responsible for the preparation of monthly financial statements for 2.2 million square feet of commercial office space. She prepared budgets, provided analysis of financial statements, and assisted with sales tax audits. Her duties included compiling company tax return workpapers, drafting required SEC filings, and completing quarterly internal audit testing. *Client Reference: N/A – staff attrition*

Mississippi Development Authority, Small Rental Assistance Housing Recovery Program

Senior Oversight and Compliance Analyst | June 2008 – July 2011

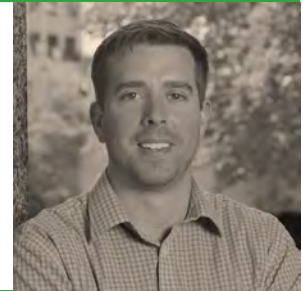
Holly began her career at HORNE as a case manager and compliance analyst for the \$262 million Small Rental Assistance Program where she performed detailed reviews and reconciliations for the disbursement of CDBG-DR funding to individual small rental property owners on the Gulf Coast who were affected by Hurricane Katrina. She corresponded with property owners daily to provide status updates on applications, reviewed all required documentation for project eligibility, and verified tenant income and rent. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

Michael Gagner

Senior Manager



Michael has **5 years of experience in federal regulatory experience – the majority with CDBG-DR programs** – including time spent as North Carolina’s State Deputy Chief of Resilience where he was responsible for developing and guiding the administration of \$500+ million in disaster recovery and hazard mitigation resilience for the State. He specializes in the development of policies and procedures for disaster recovery programs. His focus is on improvements to compliantly expedite programs that increase team and unit production.



AREAS OF EXPERTISE

- CDBG-DR
- Programmatic Planning and Delivery
- Grant Acquisition
- FEMA HMGP
- Regulatory Audit Compliance
- Disaster Recovery Program Development
- 2 CFR 200

EDUCATION

- Master of Justice Administration, *Norwich University*
- Bachelor of Arts in Criminal Justice (Magna Cum Laude), *University of Hartford*

WORK HISTORY

- HORNE | 2019 – Present
- North Carolina Dept. of Public Safety | 2015 – 2019
- Higher Education Raleigh-Durham, NC | 2007 – 2015
- State of Vermont, Law Enforcement | 2006 – 2008

CERTIFICATIONS / TRAININGS

- U.S. Department of Justice, Advanced Financial Grants Management Certification
- FEMA, Leadership and Influence Certification
- Six Sigma White Belt Certification

DUTY STATEMENT

The Senior Manager oversees the implementation of the Program, including the oversight of managers and distribution of resources to support program requirements. In this role, Michael will maintain a complete understanding of all applicable Program policies and requirements. He will support Holly as the Program Director, working collaboratively with her to complete deliverables.

PROJECT SPECIFIC EXPERIENCE

New York Governor's Office of Storm Recovery (GOSR), NY Rising Community Reconstruction Program (Community Development Block Grant – Disaster Recovery and Social Services Block Grant)

Program Manager | March 2019 – Present

Michael is proactively guiding the successful development of program policies and procedures to yield maximum benefit for vested parties while remaining compliant with State and Federal regulations. He is responsible for identifying impediments to success and communicating engineered solutions while tracking and reporting a team of twenty for performance metrics to ensure compliance with task orders. He is also developing performance goals, identifying training topics, and managing daily activities of team members for navigating homeowners through the repair, reconstruction, and/or elevation of single-family homes and rebuilding bulkheads. *Client Reference: Name, Title, Firm, Address, Email, Telephone Thehbia Hiwot, Executive Director, New York Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, thehbia.hiwot@stormrecovery.ny.gov, 212-480-7191*

Michael Gagner

Senior Manager



North Carolina Department of Public Safety

Client Reference: Linda Clark, Personnel, North Carolina Department of Public Safety, 512 North Salisbury Street, Raleigh, NC 27604, Linda.Clark@ncdps.gov, 919-457-1151

Deputy Chief of Resiliency – Emergency Management | January 2018 – January 2019

Michael was responsible for developing and guiding the administration of \$500+ million in disaster recovery and hazard mitigation resilience for the State of North Carolina within the division of Emergency Management. With a focus on administrative and audit compliance for CDBG-DR and HMGP he developed and directed coordination between Federal, State, and County stakeholders for best practices. He provided oversight of budget, reimbursement, reconciling of expenditures, forecasting, and requests for proposals. During his time with the Department, Michael utilized an 8 Step process to carry out the State's objective to make the homeowner's primary residence sanitary, safe, energy efficient, resilient and if necessary, to reconstruct or purchase the damaged homes when repairs are not prudent. One collaborative achievement was the FEMA approval of an enhanced state mitigation plan, making them eligible to receive increased funds under the Hazard Mitigation Grant Program following a disaster declaration. This was achieved by demonstrating a comprehensive mitigation program that can manage increased funding to achieve its mitigation goals.

Project types under his purview included: single family housing rehabilitation; single family reconstruction; single family homeowner repair reimbursement; manufactured home repair; manufactured home replacement; home buyout; home acquisition; homeowner's assistance; temporary rental assistance; home insurance assistance; infrastructure, environmental, and relocation under the U.S. Department of Housing and Urban Development's (HUD) Uniform Relocation Act (URA).

Assistant Director – Governor's Crime Commission (GCC) | January 2015 – January 2018

Michael worked with a variety of state executives including commission members and local, state, and federal authorities to design and implement programs to correct deficiencies and increase effectiveness in the North Carolina criminal justice systems. They directed statewide analysis of policy and programs along with agency Executive and Chair. He was responsible for providing effective leadership, training, growth, and supervision of the policy and planning, grants management, budget, and administration in compliance with State and Federal super circular (2CFR200) regulations. This position coordinates special projects for all funding programs of the GCC, Crime Victims' Services, Criminal Justice Improvement Juvenile Justice and Delinquency Prevention, State Grants (ICAC and Body Cameras, etc.), oversight of the administration of approximately \$241 million in open grants (2017 SFY) and was the point of contact for State and Federal (DOJ, OIG, OJP, VOCA, JAG, etc.) audits.

Athena Laines

Project Manager



Athena’s career has been focused on Case Management and Community Development. She currently services as the Case Management Lead on the New York Governor’s Office of Storm Recovery NY Rising Single-Family Home Program. She manages process and policies for the program– helping the case managers stay focused on serving applicants to get them to and through closeout.



AREAS OF EXPERTISE

Project Management
Customer Service
Case Management
HUD CDBG-DR
Process Development

EDUCATION

Bachelor’s in Environmental Policy &
Analysis, *Boston University*

WORK HISTORY

HORNE LLP | 2019 – Present
Armand Corporation | 2018
Archipelago Strategies | 2015 – 2017
Martha Coakley for Governor | 2013 – 2014
Annissa George for Boston | 2013
Boston City Council | 2012 – 2013
The Cadmus Group | 2011
MASSPIRG | 2010 – 2011
Boston Language Institute | 2009 – 2010
Massachusetts House of Representatives |
2009
Environment Massachusetts | 2008
Massachusetts House of Representatives |
2008

DUTY STATEMENT

The Project Manager leads the day-to-day program management activities, including the direct supervision of case managers. In this role, Athena will maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within guidelines established.

PROJECT SPECIFIC EXPERIENCE

New York Governor’s Office of Storm Recovery (GOSR), New York Rising Program – Single-Family Home Program

Case Management Lead | January 2019 – Present

Since being promoted to Case Manager Lead, Athena works closely with all the case managers across the Single-Family Program to troubleshoot files where next steps are not as clear. She manages various process and policies for the program including clarifications and overlap with Uniform Relocations Act (URA) among others which help the case managers stay focused on collecting documents needed for closeout. Athena also works directly with escalated cases, meeting with them in person or over the phone to answer their questions and guide them through any roadblocks they may be facing with their contractors or within the program. She also assists in the team’s production process by identifying which files might close out each month and working with case managers to prioritize them.

Case Manager | January 2018 – December 2018

As a case manager, Athena served as a point of contact for homeowners in the Single-Family Home Program. She helped guide applicants and their files through the closeout process and worked closely with other departments to resolve outstanding

Athena Laines

Project Manager



problems. Athena used her strong working knowledge of policy to aid in informing applicants of all their options and expedite files in order to submit them to closeout in a timely manner. *Client Reference: Thehbia Hiwot, Executive Director, New York Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, thehbia.hiwot@stormrecovery.ny.gov, 212-480-7191*

Archipelago Strategies

Community Engagement Director (Consultant) | February 2015 – February 2017

While working as the Community Engagement Director, Athena managed projects for diverse group of clients including public entities such as the City of Boston's Office of Arts and Culture, Boston Public Schools, and the Massachusetts State Health Connector to state-wide non-profits and private companies. She coordinated the logistics of community events and did outreach for a series of ethnic group-based town halls for new Boston Public Schools Superintendent that were completed in 6 different languages and attended by over 700 residents. Athena also organized an extensive outreach program for Boston's Arts and Culture Plan called "Boston Creates" that had the largest engagement process of any arts and culture plan in the country at that point – 113 community meetings in 7 different languages with over 1,000 people in attendance, and over 5,000 survey respondents. *Client Reference: Julie Burros, Former City of Boston Arts and Culture Chief, Julie.burros@gmail.com, 773-627-7706*

Mitch Wippern

Project Manager / SME



Mitch has over 25 years' experience as a leader in public sector organizations. During his tenure with the Napa County, he opened and managed Local Assistance Centers in response to two floods, an earthquake, and the 2017 fires. In that role, Mitch collaborated with local non-profits and government agencies at the local, State, and Federal level to assist impacted individuals. This included liaising with FEMA, Cal OES, and leading interim housing efforts for the County after the 2017 fires.



AREAS OF EXPERTISE

Development and Implementation of Innovative Solutions
Program Management
Public/Private Partnerships
Disaster Recovery Case Management
Community Outreach

EDUCATION

Master of Public Administration, *California State University Hayward*
Bachelor of Arts in Political Science, *California State University San Francisco*

WORK HISTORY

LeSar Development Consultants | 2019 – Present
County of Napa | 2004 – 2019
GaleForce Sports Marketing | 1998 – 2004
City of Santa Rosa | 1991 – 1998

CERTIFICATIONS / TRAININGS

FEMA Incident Command System 100
FEMA Incident Command System 200

DUTY STATEMENT

The Project Manager / SME will maintain a complete understanding of all applicable Program policies, requirements, and procedures. In this role, Mitch will coordinate and guide case manager activities and provide direct supervision to the Project Manager of the Case Management Team of both the Northern and Southern California areas. He will give specific direction and guidance to staff during implementation of the program.

PROJECT SPECIFIC EXPERIENCE

County of Napa, Oct. Fire Complex Local Assistance Center and Interim Housing

Local Assistance Center Branch Lead | October 2017-January 2018

Mitch designed, implemented, and managed the Local Assistance Center (LAC) opened in response to the 2017 October Fire Complex. This included working with non-profits, and local, State, and federal agencies to ensure that household needs were met and that resources were coordinated. Of note was the success in these efforts in creating a LAC that was easily accessible by all segments of the community.

Interim Housing Branch Lead | October 2017-January 2018

Mitch worked as the Branch Lead for Interim Housing efforts to ensure that displaced Napa County resident were rehoused as quickly as possible. These efforts included coordinating data sharing, outreach and education efforts between the County of Napa, Cal OEs and FEMA. housing recovery programs. *Client*

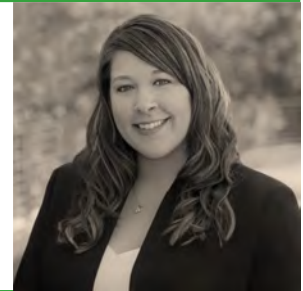
Reference: Kerry Whitney, Emergency Services Manager, County of Napa, 1195 Third Street, Napa, Ca 94559 Kerry.Whitney@CountyofNapa.org 707-253-4821

Erica Snyder

Project Manager (Case Management Team)



Erica specializes in guiding organizational strategy with an emphasis on strategic planning, change management, strategic positioning, and program development. Her broad experience spans both the public and nonprofit sectors where she has often been involved at the inception of new ventures and instrumental in creating infrastructure and policy for programs impacting complex social issues, such as homelessness and housing, human trafficking, and child trauma.



AREAS OF EXPERTISE

Strategic Planning
Organizational Development and Change Management
Community Engagement
Program Development

EDUCATION

Master of Social Work, *University of North Carolina at Chapel Hill*
Bachelor of Arts in Justice and Public Policy, *American University*

WORK HISTORY

LeSar Development Consultants | 2018-Present
San Diego Housing Commission | 2015-2018
Cygnet Strategy | 2015-2018
United Way of San Diego County | 2014-2015

CERTIFICATIONS / TRAININGS

Change Management Certification, Prosci

DUTY STATEMENT

The Project Manager (Case Management Team) will maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. In this role, Erica will lead day-to-day activities and provide direct supervision to Case Managers. She will give specific day-to-day direction and guidance to staff during implementation of the program.

PROJECT SPECIFIC EXPERIENCE

County of Sonoma Community Development Commission, Strategic Planning and Capacity-Building

Strategist | May 2018-September 2019

In part a response to the Tubbs fire, LeSar lead the Commission in a strategic planning process to align the work of disparate departments in a unified thread. As part of this, conducted business process mapping and developed policies and procedures to increase capacity. *Client Reference: Geoffrey Ross, Interim Executive Director, Community Development Commission, 1440 Guerneville Rd, Santa Rosa 95403, geoffrey.ross@sonoma-county.org, 707-565-7505*

Metropolitan Transportation Commission Strategic Planning for the Planning Department Team

Strategist | 2018-2019

Gathered MTC and Association of Bay Area Government (ABAG) planning program staff and other stakeholders to identify challenges and opportunities to prioritize work across key areas of focus at MTC. This information was used to engage affected parties in focus groups and strategy sessions that identified methods to overcome challenges and seize opportunities. This was

Erica Snyder

Project Manager (Case Management Team)



consolidated into a five-year strategic plan and one-year work plan for FY 2019-2020 covering staffing, training, team building, and a new organizational structure. *Client Reference: Ken Kirkey, Chief Partnership Officer, All Home (former MTC Planning Director), kkirkey@allhomeca.org, 415-630-7781*

City of San Diego 2020-2024 Consolidated Plan and Fiscal Year 2020 Action Plan

Project Lead | April 2018-May 2019

Worked with the City of San Diego to develop its 2020-2024 Consolidated Plan and 2020 Annual Action Plan. This process included updating the Citizen Participation Plan; facilitating community engagement in low- and moderate-income communities to identify housing, economic, and community development priorities; conducting a housing and community needs assessment based on an analysis of the housing market and economic and community needs; and drafting the Five-Year Plan and Annual Action Plan. Implemented the key requirements of the Citizen Participation Plan by making the draft plan available for public comment, arranging consultations with key stakeholders, and providing in-depth presentations to decision-makers including the City of San Diego Consolidated Plan Advisory Board and the City Council. Feedback received throughout the community engagement process and public comment periods was incorporated into the final Plan for submission to HUD in May 2019. *Client Reference: Michele Marano, Community Development Coordinator, City of San Diego, 1200 Third Ave., 14th Floor, San Diego, CA 92101, MMarano@sandiego.gov, 619-236-6381*

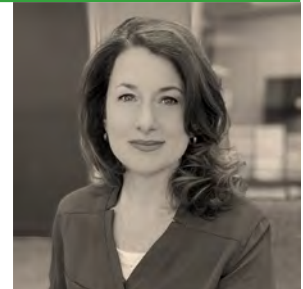
County of San Diego 2020-2024 Consolidated Plan and Fiscal Year 2020 Action Plan

Project Lead | April 2019-May 2020

Working with the County of San Diego to develop its 2020-2024 Consolidated Plan and 2020 Annual Action Plan. This process includes updating the Citizen Participation Plan; facilitating community engagement in low- and moderate-income communities to identify housing, economic, and community development priorities throughout the region; conducting a housing and community needs assessment based on a robust data and policy analysis of the housing market and economic and community needs; and drafting the Five-Year Plan and Annual Action Plan. Additional engagement includes the development of a community needs survey to solicit feedback from the broader community, as well as consultations with key stakeholders to inform future goals and priorities. Erica and team will implement the key requirements of the Citizen Participation Plan by making the draft plan available for public comment, arranging consultations with key stakeholders, and providing in-depth presentations to decision-makers including the City of San Diego Consolidated Plan Advisory Board and the Board of Supervisors. Feedback received throughout the community engagement process and public comment periods is incorporated into the final Plan for submission to HUD in May 2020. *Client Reference: Marco De La Toba, Housing Program Analyst, County of San Diego, 3989 Ruffin Rd., San Diego, CA 92123, Marco.Delatoba@sdcounty.ca.gov, 858-964-8724*



Stacey provides creative, strategic solutions through collaboration. Over the last **14 years**, she has provided outreach and marketing materials for housing disaster recovery programs in North Carolina, South Carolina, Mississippi, and the US Virgin Islands. Stacey guides communication efforts for these programs by developing public-facing communications and public awareness campaigns that bring positive change.



AREAS OF EXPERTISE

- CDBG-DR Strategic Communications
- Public awareness campaigns
- Outreach planning and tactics
- Marketing and communication plan development
- Social media strategy and coordination
- Website planning & development
- Program Branding
- Digital & print collateral design
- Radio and video production
- Community engagement planning
- Project management
- Translation coordination

EDUCATION

Bachelor of Fine Arts, *Auburn University*

WORK HISTORY

- HORNE | 2016 – Present
- Mississippi Development Authority | 2002 – 2016
- Godwin Group Advertising Agency | 1996 – 2002
- Quality Printing | 1994 – 1996
- BellSouth Advertising & Publishing | 1990 - 1994

DUTY STATEMENT

As communications specialist, Stacey will work alongside HCD staff and Program Management System vendors to develop a strategic plan for marketing and outreach. She will develop content for the program that effectively communicates key messages through various channels. Stacey’s expertise in web, social, digital and print allow her to coordinate all facets of a marketing and communication plan. This knowledge ensures the public hears a consistent, unified message and that all items meet the program’s brand and compliance guidelines. She will ensure materials resonate with the public in addition to being professional and compliant.

PROJECT SPECIFIC EXPERIENCE

Robeson County and City of Fayetteville, North Carolina, Hurricane Matthew Disaster Recovery

Communications Specialist | December 2017 – Present

Supports HORNE team members by providing strategic planning and implementation guidance to assist the promotion of the Rebuild NC program. Stacey works on marketing and communication strategy, collateral development and design and applicant intake videos. *Client Reference: Kellie Blue, County Manager, Robeson County, 701 North Elm Street, Lumberton, NC 28358, kellie.blue@co.robeson.nc.us, 910-671-3022*

Virgin Islands Housing Finance Authority (VIHFA), Hurricanes Irma and Maria CDBG-DR Housing Reconstruction Program

Communications Specialist | April 2019 - Present

Stacey began Day 1 developing the USVI’s program branding, outreach and communications plans. She developed the program

multi-lingual campaigns, supported outreach events, as well as created and maintained the program's social media channel. Stacey provides subject matter expertise to the program's website, oversees paid advertising, creates radio spots, and produces educational applicant videos. She also manages the program's marketing budget in addition to the program's digital and print collateral. *Client Reference: Antoinette Fleming, CDBG-DR Director, Virgin Islands Housing Finance Authority, 3438 Kronprindsens Gade, GERS Complex 1st Floor, Suite 4, St. Thomas, VI 00802, anfleming@vihfa.gov, 340-777-4432 ext. 4220*

South Carolina Disaster Recovery Office (SCDRO), Hurricane Matthew Recovery Program

Communications Specialist | 2017 - Present

Stacey works closely with the HORNE South Carolina team and helps guide marketing and communications strategic planning and the promotion of the South Carolina program. Her outreach plans are designed to reach each unique applicant group where they live. She works to deliver messages in media formats that get noticed.

Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058

Mississippi Development Authority (MDA), Hurricane Katrina Recovery Program

Communications | 2006 - 2016

As part of MDA's in-house marketing team, Stacey served in various capacities from print ad development, outreach planning, collateral design and translation coordination. In addition, she designed and produced the Governor's 5-

year and 10-year Hurricane Katrina Reports. *Client Reference: Due to the current phase of the program and staff changes, the client reference is no longer at MDA. Current client reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

Scott Keller

Subject Matter Expert: Strategic Communications



Scott has **16+ years of experience with HUD CDBG programs from both the consultant side and as a former HUD Deputy Chief of Staff.** He works around the nation developing complex housing finance options and finding creative solutions for communities recovering from disasters. From 2003 to 2007, Scott served as the Deputy Chief of Staff for HUD where he directed personnel, political, and policy matters for over 9,000 employees in Washington, D.C. and across the country.



AREAS OF EXPERTISE

- Strategic Communications
- HUD CDBG-DR
- Disaster Recovery Programs
- Home Investment Partnerships Program
- Public Housing Finance
- Federal Funding Streams
- Tax Credit
- National Disaster Resilience Competition

EDUCATION

Bachelor of Science in Finance and Economics, *Florida State University*

WORK HISTORY

HORNE | 2007 – Present

DUTY STATEMENT

In his role as Subject Matter Expert, Scott will be readily available to aid in providing strategic communications and program guidance. As an expert, he can help resolve complex challenges with funding streams. His role as Subject Matter Expert is to come alongside those working on the program to provide an extra level of strategy and guidance as needed throughout the life of the program.

PROJECT SPECIFIC EXPERIENCE

United States Government

Subject Matter Expert / Advisor

A self-described “Houser,” Scott most recently served on the Presidential Transition Team where he led the efforts to prepare both Secretary Ben Carson and Deputy Secretary Pamela Patenaude for their Senate confirmation hearings and to lead the Department of Housing and Urban Development (HUD) in their roles as the department’s principal staff.

During the Obama Administration, Scott worked closely with HUD and housing think tanks to improve program efficiency and performance, and during the Bush Administration he served as the Secretary’s most senior policy advisor as one of his chiefs of staff. President Bush nominated Scott for the position of Assistant Secretary for Congressional and Intergovernmental Relations in 2006.

Scott Keller

Subject Matter Expert: Strategic Communications



Texas General Land Office (GLO), Hurricane Harvey

Subject Matter Expert / Advisor | December 2017 – Present

Scott counsels the Texas GLO regarding its management of five distinct and unprecedented FEMA housing recovery programs including: permanent and temporary housing repair, direct and multifamily leasing, and manufactured housing recovery programs. GLO's programs and HORNE's efforts will serve over 40,000 homeowners impacted by Hurricane Harvey. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Northwell Health / Staten Island University Hospital (SIUH), Super Storm Sandy Mitigation Funds Consulting

Subject Matter Expert | March 2016 - Present

Scott provides expert consultation guiding the Hospital through the federal requirements associated with their coordinated match project which capitalizes on mitigation funds available to Super Storm Sandy grantees through multiple disaster recovery programs. *Client Reference: Otto VonEilbergh, Director – Capital Projects, Corporate Facilities Services, Northwell Health, 475 Seaview Avenue, Staten Island, NY 10305, Ovoneilber@Northwell.edu, 718-226-6324*

Texas GLO, Disaster Recovery Programs

Director of Housing Programs | August 2013 – Present

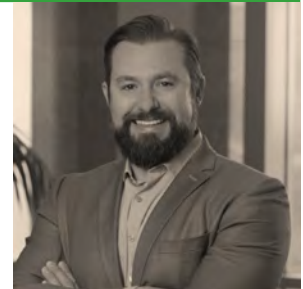
Scott currently oversees HORNE's CDBG-DR programs across the State of Texas. His responsibilities include program oversight and client management services for \$400 million in CDBG-DR housing funds. Scott directs program activities for Galveston County, City of Galveston, City of Houston, Lower Rio Grande Valley Development Council, and Southeast Texas Regional Planning Commission. His responsibilities include client management, budget oversight, reporting oversight, and overall program compliance assurance. Scott works with the GLO leadership to ensure that benchmarks and milestones established are achieved on time and are in full compliance with the GLO program guidelines and HUD rules and regulations. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Ryan Flanery, HDFP

Subject Matter Expert: CDBG-DR Compliance



Ryan has over a decade of experience in federal government oversight, administration, and policy development related to long-term disaster recovery grants. During his **8+ year tenure at the Department of Housing and Urban Development (HUD), Ryan served as the Assistant Director of the Disaster Recovery division** where he was directly responsible for the federal oversight and administration of over \$37 billion in CDBG-DR funding awarded to states and local governments.



AREAS OF EXPERTISE

CDBG-DR Grant Monitoring
Policy Development
Capacity Assessment
Disaster Recovery Grant Reporting System
Data Analysis
Audit Preparation and Response
Action Plan / Program Design
Federal Government Relationship Management

EDUCATION

Master of Urban Planning, *Hunter College of the City University of New York*
Bachelor of Arts in Criminology, *University of South Florida*

WORK HISTORY

HORNE | 2019 – Present
U.S. Department of HUD | 2010 – 2019
Paterson Habitat for Humanity | 2009 – 2010
Hunter College Graduate Student Association | 2008 – 2009
Alliance for Downtown New York | 2008
Pinellas County Economic Development | 2003– 2004

CERTIFICATIONS / TRAININGS

Housing Development Finance Professional

DUTY STATEMENT

In his role as Subject Matter Expert, Ryan will be readily available to the program to aid in policy development and CDBG-DR compliance. As an expert, he can help prepare the team for audits and offer guidance on CDBG-DR funding compliance issues. His role as Subject Matter Expert is to come alongside those working on the program to provide an extra level of review and guidance as needed throughout the life of the program.

PROJECT SPECIFIC EXPERIENCE

Texas General Land Office (GLO), Monitoring and Oversight Services CDBG-DR Harvey, Round 1

Senior HUD Compliance Advisor | July 2019 – Present

Ryan supports the GLO's Monitoring and Quality Assurance leadership team in their work overseeing program and subgrantee compliance. He provides detailed policy guidance to ensure programs are not only aware of areas of potential or actual noncompliance, but to offer proactive ways to address areas of concern before they become larger issues. Ryan also provides GLO leadership with strategic guidance to ensure compliance with HUD rules and regulations, and to support positive interactions with HUD staff. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, Texas GLO, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Puerto Rico Department of Housing (PRDOH), Home Repair, Reconstruction, or Relocation (R3) Program

Senior Compliance Consultant | February 2019 – Present

Ryan provides detailed guidance on complex policy and compliance issues. He reviews administrative and program policies

Ryan Flanery, HDFP

Subject Matter Expert: CDBG-DR Compliance



and procedures to ensure compliance with HUD rules and regulations. Ryan reviews action plans and amendments and provides policy and language recommendations to ensure acceptability to HUD and compliance with rules and regulations. He also provides coaching and strategic guidance to PRDOH leadership and staff regarding ongoing interactions with federal government officials. *Client Reference: Dennis Gonzalez, Disaster Recovery Deputy Secretary, Puerto Rico DOH, Avenida Barbosa, San Juan, Puerto Rico, 00923, dggonzalez@vivienda.pr.gov, 787.274.2527 ext. 6404*

South Carolina Disaster Recovery Office (SCDRO), 2015 Severe Storm and Hurricane Matthew Disaster Recovery

Director of Program Compliance | February 2019 – Present

Ryan serves as a CDBG-DR subject matter expert, answering complex policy and compliance questions as they arise. He reviews memorandum and letters to ensure compliance with HUD rules and regulations, and acceptability to HUD decision-makers. Ryan provides strategic guidance to SCDRO leadership on communications, policy direction, and interaction with HUD staff to facilitate desired outcomes. *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

HUD, Washington DC, Disaster Recovery and Special Issues Division

Assistant Director | August 2014 - February 2019

Ryan was responsible for the federal oversight and administration of over \$37 billion in CDBG-DR funding awarded to states and local governments for long-term recovery from natural disasters. He had oversight of approximately 8 Community Planning and Development (CPD) Specialists who managed CDBG-DR grants across the country. He was responsible for the approval of staff work products, including congressional and executive correspondence, citizen complaints, monitoring reports, Federal Register and CPD Notices, and grant agreements. Ryan led teams to ensure compliance with federal rules and regulations and trained HUD and grantee staff on all aspects of CDBG-DR compliance and related subject matters. He also performed as the Disaster Recovery Grant Reporting (DRGR) System Administrator responsible for the system process including developing requirements, design, testing, release, system policy, and managing contractor relationships.

Community Planning and Development Specialist | August 2010 - February 2014

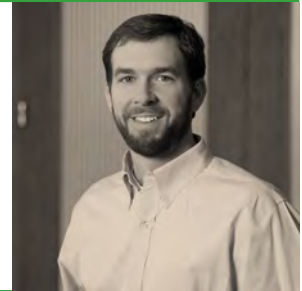
Ryan was responsible for administering the day-to-day operations of the DRGR System and, as lead grant manager, for the State of Louisiana's \$14 billion in CDBG-DR funds. He interpreted statutory and Federal Register notice language to provide technical guidance on unique policy requirements of supplemental disaster recovery appropriations; communicated complex CDBG-DR policy and programmatic topics to HUD senior executives, management, staff, and grantee leadership and staff; and ensured necessary system enhancements and guidance were in place for accurate grantee reporting. Ryan was also responsible for the management of on-site monitoring team that reviewed grantees compliance and progress. *Client Reference: Tennille Parker, Director, Disaster Recovery and Special Issues Division, U.S. Department of Housing and Urban Development, 451 7th St SW, Washington DC, 20410, tennille.s.parker@hud.gov, DirecFor GLO – we also have the t: 202.402.4649*

Bill Wadlington, PMP

Reporting Manager



Bill has **13+ years of experience developing and supporting grant management systems for CDBG-DR housing and infrastructure recovery programs.** In his role as your reporting lead, Bill will work with the System of Record vendor to ensure that reporting is simple to use and accurate. His focus will be to collaborate effectively between project teams and development resources to find innovative ways to provide critical data to NCORR decision makers.



AREAS OF EXPERTISE

- Reporting
- System Platform Integration
- CDBG-DR Management Systems
- Content Services Solutions
- Process Automation
- IT Project Management
- Agile Development Methodology

EDUCATION

Bachelor of Science in Computer Science,
Millsaps College

WORK HISTORY

- HORNE | 2006 – Present
- Southern Farm Bureau | 2001 – 2006

CERTIFICATIONS / TRAININGS

Project Management Professional

DUTY STATEMENT

In his role as Reporting Manager, Bill will work with HCD and the Program Management System vendor to maintain ReCoverCA.org website and provide program reporting information to key stakeholders for strategic decisions. Bill will be responsible for working with HCD to develop, post and maintain site content in compliance with all state and federal regulations, including all ADA access compliance.

PROJECT SPECIFIC EXPERIENCE

South Carolina Disaster Recovery Office (SCDRO), 2015 Severe Storms and Hurricane Matthew Recovery

System Implementation Manager | October 2016 – Present

Bill managed the implementation of the grants management system responsible for SCDRO's entire CDBG-DR grant from the 2015 Severe Storms and Hurricane Matthew. System components include mobile applications for housing assistance programs, mobile applications for construction inspections, recovery program transparency website with applicant portal and reporting components, and content management and workflow supporting and end to end solution for housing recovery. *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

Robeson County, NC, Hurricane Matthew Recovery

Data QA/QC Reporting | July 2018 – Present

Bill is assisting in reporting modifications to accommodate program data needs. Working collaboratively with program staff, he is aiding on gathering and executing reporting requirements. *Client Reference: Kellie Blue, County Manager, Robeson County, 701 North Elm Street, Lumberton, NC 28358, kellie.blue@co.robeson.nc.us, 910-671-3022*

Bill Wadlington, PMP

Reporting Manager



Virgin Islands Housing Finance Authority (VIHFA), Hurricanes Irma and Maria CDBG-DR Housing Reconstruction Program

IT Director | April 2019 – Present

Bill directed the deployment of HORNE's system for VIHFA's EnVision Tomorrow Housing Recovery Programs Case Management System. This effort included Outreach communications through phone and email campaigns, online appointment scheduling, and mobile apps for application Intake processes for affected homeowners. Working collaboratively with the client, Bill developed several reporting mechanisms to provide the critical details needed for program management tracking. *Client Reference: Antoinette Fleming, CDBG-DR Director, Virgin Islands Housing Finance Authority, 3438 Kronprindsens Gade, GERS Complex 1st Floor, Suite 4, St. Thomas, VI 00802, anfleming@vihfa.gov, 340-777-4432 ext. 4220*

Texas General Land Office (GLO), Hurricane Harvey FEMA Individual Assistance Program

System Expansion | March 2017 - March 2019

Bill worked with the project team to gather requirements and extend the case management services already in place for the project team to provide workflow processes for construction management, providing access to subcontractors to complete work in the same system. System components included a unified workflow for 4 homeowners assistance programs within the same software application, and additional modules supporting a modified workflow for single family rental and multi-family rental programs. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Mississippi Development Authority (MDA), Hurricane Katrina

Grant Management System Manager | June 2008 – Present

Bill worked in nearly every technical role through several years of project work with MDA, including stakeholder reporting, desktop application support, server and systems administration, business analyst, software development, and development manager. The MDA Grants Management solution included software application build outs supporting multiple housing programs, data transfer processes to integrate with external systems of other project subcontractors responsible for construction and environmental reviews, and QA/QC processes for Economic Development and Infrastructure grants under the CDBG-DR program. Bill worked with MDA IT staff to transition the system maintained by HORNE through the first years of the contract to MDA's server hosting facility. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

Lynn Seals, CFE

Eligibility QA/QC and DOB/VOB Manager



Lynn brings over 31 years' experience in state and local government. Since 2012, Lynn has collaborated with state and local governments to develop and implement disaster recovery guidelines and policies to ensure compliance with governmental regulations. These projects **over the last 7+ years have included CDBG-DR and FEMA housing programs** and entailed roles from Project Manager to Project Director and Client Relations Director. All her roles have had a strong focus on QA/QC.



AREAS OF EXPERTISE

- Program Management
- HUD CDBG-DR Housing Programs
- QA/QC
- Policy Implementation
 - Guidelines/Compliance
- Policy Analysis
- Duplication / Verification of Benefits
- Organizational Leadership
- State & Local Governments

EDUCATION

- Master of Science in Public Administration,
Belhaven University
- Bachelor of Science in Business
Administration, *Belhaven University*

WORK HISTORY

- HORNE | 2012 – Present
- Mississippi Development Authority | 2004 – 2012
- Hinds County Board of Supervisors | 1999 – 2004
- Maximus, Inc. Mississippi Child Support | 1994 – 1999
- Mississippi Dept. of Human Services | 1980 – 1994

CERTIFICATIONS / TRAININGS

- Certified Fraud Examiner

DUTY STATEMENT

The Eligibility Quality Assurance/Quality Control (QA/QC) and Duplication of Benefits/Verification of Benefits (DOB/VOB) Manager oversees the completion of compliance and quality reviews assuring all policies and procedures have been properly implemented and eligibility is verified. In this role, Lynn will maintain a complete understanding of all applicable Program policies and requirements and assure regulatory compliance of HUD CDBG-DR throughout the life of the program.

PROJECT SPECIFIC EXPERIENCE

Virgin Islands Housing Finance Authority (VIHFA), CDBG Hurricane Maria and Irma Recovery Program

Client Relations Director | March 2019 – Present

Lynn works closely with VIHFA program staff to review policies and procedures to ensure compliance with federal, state and local guidelines and regulations. She is responsible for daily meetings with VIHFA to report HORNE program progress to ensure the accountability of quality and timely scope deliverables. Her experience with the start-up of disaster programs dating back to Hurricane Katrina allows her to guide and support the team minimizing risks and maximizing efficiencies. *Client Reference: Antoinette Fleming, CDBG-DR Director, Virgin Islands Housing Finance Authority, 3438 Kronprindsens Gade, GERS Complex 1st Floor, Suite 4, St. Thomas, VI 00802, anfleming@vihfa.gov, 340-777-4432 ext. 4220*

New York Governor's Office of Storm Recovery (GOSR), New York Rising Housing Recovery Program

Senior Manager | March 2014 – Present

Lynn serves as Senior Manager of the Community Development Block Grant-Disaster Recovery (CDBG-DR) New York Rising

Lynn Seals, CFE

Eligibility QA/QC and DOB/VOB Manager



Housing Program for the Hurricane Irene, Tropical Storm Lee and Superstorm Sandy housing recovery program for the State of New York. Her responsibilities include operational oversight of single and multi-family housing programs, eligibility review and case management. *Client Reference: Thehbia Hiwot, Executive Director, New York Governor's Office of Storm Recovery, 25 Beaver Street, 5th Floor, New York, NY 10004, thehbia.hiwot@stormrecovery.ny.gov, 212-480-7191*

Texas General Land Office (GLO), FEMA Hurricane Harvey Recovery Program

Project Manager, December 2017 – June 2018

Lynn serves as the Project Manager for the Direct Assistance for Limited Home Repair (DALHR) program that provides permanent repairs to homes that sustained significant damage from Hurricane Harvey. In this role, Lynn has developed standard operating guidance for the FEMA permanent housing program specific to DALHR and established Quality Assurance/Quality Control to mitigate FEMA concerns/findings. She performs internal monitoring of processes and procedures for other FEMA programs being implemented by the Texas GLO to recommend updates and/or revisions. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Northwell Health Hospital, Staten Island University Hospital, North Campus Power Plant

Project Manager | March 2016 – Present

As Project Manager, Lynn assists in the development of request for proposals for construction managers with applicable Housing and Urban Development (HUD) attachments to ensure compliance with city, state and federal regulations, such as Davis Bacon and Section 3. She takes part in the selection process and ensures outreach to small and minority firms, as well as women enterprises. She also develops policies for Section 3 and monitoring plans as required by city, state and HUD federal regulations, and participates in meetings with the city, HUD and funding agencies. She reviews the required monthly and quarterly reports prior to their submission. *Client Reference: Otto VonEilbergh, Director – Capital Projects, Corporate Facilities Services, Northwell Health, 475 Seaview Avenue, Staten Island, NY 10305, Ovoneilber@Northwell.edu, 718-226-6324*

Texas GLO, City of Galveston Housing Programs

Program Director | February 2012 – March 2014

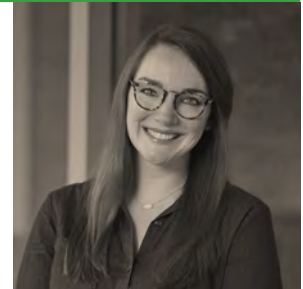
While serving as Program Director of HORNE's disaster recovery housing programs in the City of Galveston for the Texas GLO, Lynn worked with both state and local units of government to develop and implement guidelines and policies to ensure compliance with all governmental regulations. She directed and coordinated program activities associated with the eligibility determination of applicants. She directed staff responsible for the data management and reporting requirements associated with the disaster housing program. She also coordinated planning for round two of the disaster housing program including needs assessment, outreach and eligibility determination. Lynn has worked directly with HUD in numerous monitoring visits while providing the program with the oversight necessary to successfully complete the programs. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Julye Jenkins

Training Manager



Julye has over 11 years of experience as a Learning and Development professional with the last **3+ years focused on training and developing staff on CDBG-DR housing recovery projects** throughout the United States. Her experience includes a variety of delivery methods including classroom instruction, virtual training, and on-the-job coaching. She has a passion for growing and developing others to their full potential.



AREAS OF EXPERTISE

Training Program Development & Implementation
Professional Development
Knowledge Transfer
Project Management
Andragogy (adult learning)
Coaching & Team Building
Leadership Training

EDUCATION

Bachelor's in Economics and Business Administration, *Millsaps College*

WORK HISTORY

HORNE | 2016 – Present
Regions Financial Corp. | 2011 – 2016
RBC Bank – 2008 – 2011

CERTIFICATIONS / TRAININGS

Engagement Graduate, Disney Institute Associate
Adult Learners Certificate
Prezi Essential Training Certificate
Gallup Employee Engagement Certified Instructor
DISC Certified Instructor

DUTY STATEMENT

As Training Manager, Julye will be responsible for producing relevant training materials for all employees assigned to the program. She will ensure our team is knowledgeable of policies and procedures for achieving compliance throughout the program. Julye will produce and provide training materials that are compliant, professional, accurate, and clearly understood. The purpose of this Training Manager position is ensuring that everyone on the program has the proper training to guide them in performing tasks in a consistent and compliant manner.

PROJECT SPECIFIC EXPERIENCE

Robeson County, North Carolina and South Carolina, Disaster Recovery Training

Learning & Development Manager | 2017 – Present

Julye is managing the training program for Robeson County, North Carolina and South Carolina. In addition to overseeing and conducting a three-day orientation that includes topics ranging from “Program Overview, CDBG-DR 101” to “Income Calculations and Duplication of Benefits,” these programs also include an ongoing training component. Julye develops and oversees the creation of training courses based on training content provided by experienced knowledge leaders on a weekly or bi-weekly basis. **More than 25 new team members were onboarded and trained for these programs.** *Client Reference: Kellie Blue, County Manager, Robeson County, 701 North Elm Street, Lumberton, NC 28358, kellie.blue@co.robeson.nc.us, 910-671-3022*

Julye Jenkins

Training Manager



South Carolina Contractor Certification Program, Training

Learning & Development Manager | 2017 – Present

Julye lead the training development and design of the training program to a group of construction contractors. The goal of the training program was to give the contractors an understanding of the program rules, regulations, and requirements. Over 40 contracts were trained during this in-person training. *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

Texas General Land Office, Training

Learning & Development Manager | 2017 – Present

Due to requests of Texas General Land Office, a group of new team members were given training to understand their role and responsibilities, including topics on customer service, program overview, technical skills, and culture. Julye managed the development of the program and the content delivered. In addition, Julye oversees the training of the team members of the call center for the Texas General Land Office that support applicants in the state of Texas that have been affected by a natural disaster. Team members receive training on a weekly basis to further their technical knowledge and customer service skills. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Texas Division of Emergency Management, Training

Learning & Development Manager | 2017 – 2018

Over 30 training courses were developed by Julye and her team. A combination of in-person and web-based training, these courses were designed to train over 50 associates on FEMA Public Assistance topics on a short deadline due to demand. *Client Reference: Steve Cottle, Section Administrator, Grant Processing, Emergency Management Support, Texas Division of Emergency Management, 1033 La Posada Dr, Austin, TX 78752, Steve.cottle@dps.texas.gov, 512-424-2488*

South Carolina Storm Recovery, Training

Learning & Development Manager | 2016 – 2017

Julye coordinated the development of weekly training courses for the Intake and Eligibility case managers to strengthen their knowledge of the program requirements and ability to deliver exceptional customer service. Regular knowledge assessments were created to ensure understanding of the training courses. *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

Julye has over 11 years of experience as a Learning and Development professional with extensive knowledge in designing and implementing training and educational programs. Julye's experience includes a variety of delivery methods including classroom instruction, virtual training, and on-the-job coaching. She has a passion for growing and developing others to their full potential.

Jennifer LeSar

Subject Matter Expert: California Housing Policy



Jennifer is a **recognized thought leader in community development** and real estate finance in San Diego and across California. With more than 25 years of experience in real estate development and investment banking, Jennifer brings a diverse background to her work in community development and urban revitalization. Her expertise ranges from policy and program development to comprehensive strategic planning for executive teams.



AREAS OF EXPERTISE

Housing Policy
Community Development
Urban Revitalization
Systems Change
Equity Investment
Real Estate Development

EDUCATION

Master of Business Administration in Real Estate and Finance, *UCLA Anderson School of Management*
Master of Arts in Urban Planning, *UCLA*
Bachelor of Arts in Political Science and Economics, *Bryn Mawr College*

WORK HISTORY

LeSar Development Consultants | 2005 – Present
Global Policy Leadership Academy | 2005 – Present
Estolano LeSar Advisors | 2011 – 2018
The San Diego Foundation | 2012 – 2015
Centre City Development Corporation | 2002 – 2009
Bank of America | 2001 – 2005
Edison Capital | 1997 – 2001
Community HousingWorks | 1993 – 1997
Adobe Communities | 1991 – 1993
Local Initiative Support Corporation | 1990 – 1991

DUTY STATEMENT

Jennifer is a Subject Matter Expert in community development and housing policy in California. In her role on the program, she will provide housing policy development support, stakeholder communications strategies, and ongoing community engagement actions.

PROJECT SPECIFIC EXPERIENCE

Rebuild Northbay Foundation, Strategic Planning

Strategic Planning Counsel | August 2018 - Present

Created framework for the Board to focus its mission and lead activities that will have a critical impact on rebuilding following the Tubbs fire; provided strategic counsel on interfacing with legislators in Washington, DC. *Client Reference: Darius Anderson, Founder, Rebuild Northbay Foundation, 595 5th Street West, Sonoma 95476, info@rebuildnorthbay.org, 707-938-7624*

Housing Authority of the City of Los Angeles, 25-Year Transformation/Visioning Plan

Lead Strategist and Subject Matter Expert | September 2016 – September 2018

LDC worked with HACLA to develop a 25-year vision plan for its public housing portfolio and key real estate assets, as well as manage a large-scale community outreach process to deliver a vision plan that has broad support and community buy-in. The project incorporates deep research into best practices at federal, state, and local levels, as well as innovative partnership opportunities and community asset mapping. It also includes extensive financial feasibility and organizational analyses to better position HACLA as a leading housing authority. LDC produced the

Jennifer LeSar

Subject Matter Expert: California Housing Policy



draft and final versions of the Vision Plan and assisted HACLA with presenting the plan to governing bodies and other public entities, as well as ensure ongoing stakeholder engagement. *Client Reference: Jennifer Scanlin, Chief Strategic Development Officer, 2600 Wilshire Blvd., 4th Floor, Los Angeles, CA 90057, jenny.scanlin@hacla.org, 213-252-2680*

Committee to House the Bay Area/CASA

Convenor and Strategist | July 2017 – November 2018

Facilitated a regional planning process to break-through intractable disagreements on how to address the housing crisis in the San Francisco Bay Area counties. Sponsored by the Metropolitan Transportation Commission, CASA was led by 3 volunteer co-chairs, a 20-person steering committee of the region's big city majors, city council and board of supervisors members from throughout the region, and CEOs across various industries, and a 30-person technical committee of regional leaders. In January 2019, the CASA Compact completed the final approval processes, and supporters are now seeking to implement the Compact through changes to state, regional, and local policies. *Client Reference: Ken Kirkey, Director of Planning, Metropolitan Transportation Commission, 375 Beale St, San Francisco 94105, kkirkey@bayareametro.gov, 415-778-6790*

San Gabriel Valley Council of Governments (SGVCOG), City Homeless Planning Plan

Lead Strategist and Subject Matter Expert | January 2018 – August 2018

SGVCOG hired LDC to help 17 cities in the region develop homelessness plans using one-time grant funding from a program created by the County of Los Angeles and the United Way of Greater Los Angeles' Home for Good Funders Collaborative. LDC conducted research on local and regional demographic trends and programs, conducted stakeholder interviews, and facilitated a series of community meetings to discuss challenges, opportunities, and priorities for addressing homelessness. LDC worked with City staff to draft plans with goals and action steps, recommended policy and program changes, and potential resources and partners to support each plan's implementation. LDC staff also prepared materials and supported staff in seeking City Council approval for the plans. As part of the planning process, LDC worked with cities to align their plans with the strategies funded through the Los Angeles County Homeless Initiative, which address the Coordinated Entry System, case management and services, affordable and subsidized housing, accessing employment and benefits income, and prevention. LDC also assisted the SGVCOG in fostering sub-regional cohorts and hosting a post-planning summit to support the cities' transition from planning to implementation. *Client Reference: Jan Cicco, Regional Homelessness Coordinator, 1000 S. Fremont Avenue, Suite 10-210, Unit #42, Alhambra, CA 91803, jcicco@sgvcog.org, 626-457-1800*

Robert “Bob” Harland III, CFE

Subject Matter Expert: Reporting



Bob has over **10+ years providing provides leadership and guidance as a subject matter expert in HUD’s Disaster Recovery Grant Reporting (DRGR) system of record.** In his role on the program, Bob will provide staff and policy development, client communications, budget analysis, and monitoring, with a strong emphasis in program reporting. He provides the client and HUD with clear, concise, accurate program reports on semi-weekly, quarterly, semi-annual, and annual intervals.



AREAS OF EXPERTISE

- CDBG-DR DRGR System
- CDBG-DR Process Development
- CDBG-DR Procurement
- CDBG-DR Labor Standards
- Program Reporting
- Financial Analysis & Monitoring
- Oversight Compliance

EDUCATION

Associate of Applied Science in
Accounting Business Administration,
Schoolcraft College

WORK HISTORY

- HORNE | 2010 – Present
- Kinetic Staffing, LLC | 2008 – 2010
- Wink Tax Services, Inc. | 2004 – 2008

CERTIFICATIONS / TRAININGS

- Certified Fraud Examiner
- Lean Process Certified

DUTY STATEMENT

Bob provides is a subject matter expert in HUD’s DRGR system of record. In his role on the program, Bob will provide staff development and training, policy development, client communications, budget analysis, and monitoring, with a strong emphasis in program reporting. He provides the client and HUD with clear, concise, accurate program reports.

PROJECT SPECIFIC EXPERIENCE

Robeson County, NC, Hurricane Matthew Recovery Program

Reporting | July 2018 – Present

As needed, Bob has helped refine data analytics and performed QA/QC of reporting information utilizing HUD DRGR best practices. Bob continues to serve the program through guidance with the program reporting. *Client Reference: Kellie Blue, County Manager, Robeson County, 701 North Elm Street, Lumberton, NC 28358, kellie.blue@co.robeson.nc.us, 910-671-3022*

Commonwealth of Puerto Rico Department of Housing, Financial Advisory and Planning Services

Subject Matter Expert | February 2018 – Present

Bob served as a subject matter expert for the Hurricane Maria CDBG-DR Implementation and Action Plans for Puerto Rico’s \$1.5 Billion in recovery funds. Bob is a subject matter expert in HUD Federal reporting and compliance and specializes in HUD’s Disaster Recovery Grant Reporting (DRGR) system. He assisted the Department of Vivienda in completing their Financial Management Certifications, Implementation Plan and Action Plan, as well as leading discussions around program design and HUD regulations.

Robert “Bob” Harland III, CFE

Subject Matter Expert: Reporting



Bob continues to serve the program through guidance with the program reporting. *Client Reference: Ottmar J. Chavez Piñero, Executive Director, Puerto Rico Central Office of Recovery, Reconstruction and Resilience (COR3), PO Box 42001, San Juan, Puerto Rico 00940-2001, Ottmar.Chavez@asg.pr.gov, 787-505-2665*

South Carolina Department of Commerce, 2015 Severe Storm Recovery

Senior Manager | July 2016 - Present

Bob assisted with the development of the State’s action plan and required reports for the HUD Disaster Recovery funding. He continues to work with the State providing training and guidance relating to the program requirements and reporting, including the set-up and reporting of the State’s activities in Disaster Recovery Grant Reporting (DRGR). *Client Reference: Benjamin I. Duncan, II, Program Management Director, South Carolina Disaster Recovery Office, 632 Rosewood Drive, Columbia, SC 29201, ben.duncan@admin.sc.gov, 803-896-4058*

New Jersey Department of Community Affairs, Sandy Integrated Recovery Operations and Management System

Senior Manager | July 2013 - Present

Bob worked with New Jersey to integrate their Action Plan into DRGR. He also works with the agency to ensure accurate reporting metrics are being collected and reported from each program and assists with program draws using the DRGR system. Bob works with the State on the entering of their Quarterly Performance Reports into the DRGR and conducts training for State staff members to work in the DRGR system. He also assists with the compliance oversight relating to the continued development of the State’s system of record. *Client Reference: Christopher Shannon, Director of Finance – Sandy Recovery Division, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, NJ 08608, christopher.shannon@dca.nj.gov, 609-292-4037*

Mississippi Development Authority, CDBG-DR Program, 2008 Storms and Floods Grants

Manager | January 2015 – June 2019

Bob assumed the role of project manager for the projects under the 2008 Midwest Storms and Floods funding. The funding consisted of 26 projects and a total of \$14M in disaster grant funds. The projects primarily consisted of infrastructure activities, along with a couple of small housing activities. All Twenty-six of the projects were completed and closed out. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

City of Waveland, Mississippi, Hurricane Katrina Recovery Program

Manager | October 2013 - December 2016

Bob was responsible for the project management team for several of the City of Waveland’s Community Revitalization projects. The team handled all budget modifications, cash requests, Davis-Bacon payroll reviews and coordinating with the audit team. Eight projects were completed, including infrastructure and reconstruction of public facilities. *Client Reference: Linda Elias, Comptroller, City of Waveland, 301 Coleman Avenue, Waveland, MS 39576, lelias@waveland-ms.gov, 228-467-4134*

Daron Wilson

Subject Matter Expert: Housing Operations / Facilities Director



Daron brings a vast knowledge and **11+ years hands-on experience in economic development, management, and implementation of HUD CDBG-DR Housing Rehabilitation and Reconstruction Programs**. This experience includes portfolio and program management, and disaster recovery. He has assisted in the development and implementation of multiple disaster recovery operations following Hurricanes Katrina and Gustav while working on the client-side with MDA.



AREAS OF EXPERTISE

HUD CDBG-DR
Program and Project Management
Disaster Recovery
Economic Development
Operational Management
Contract / Vendor Management
Process Design and Management
Business Analyst

EDUCATION

Bachelor of Science in Business
Administration, *University of Southern Mississippi*

WORK HISTORY

HORNE | 2017 – Present
Mississippi Development Authority |
2008 – 2017
Independent Consultant | 2006 – 2008
Consultrix Technologies | 2004 – 2006
NATCOM Inc | 1999 – 2004
Skytel Communications | 1997 – 1999
Atlantic Southeast Airlines, Inc |
1987 – 1996

DUTY STATEMENT

In his role as Housing Operations SME and Facilities Director, Daron will oversee personnel resources and resource needs. This role includes supervision of IT operations, performance metrics for the program and personnel, resources and staffing, training, document management, and assisting the Program Director with change management. Daron will interact with the program management team to drive results to achieve deliverables

PROJECT SPECIFIC EXPERIENCE

Mississippi Development Authority (MDA), Recovery from Hurricanes Katrina and Gustav

Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341

January 2008 – November 2017

Deputy Director/Chief Administrative Officer

Daron was responsible for the administrative functions of MDA which included oversight and management of human relations, IT, operations, legal, project management office and disaster recovery.

COO/Director, Program Management Office (PMO)

Daron was responsible for all program, project, financial and IT related functions for MDA's Disaster Recovery Programs in response to Hurricanes Katrina and Gustav (approximately \$5.6 billion in CDBG-DR funds). He designed and implemented the reorganization of the Disaster Recovery Department and managed vendor performance and contract negotiations, establishing service-level goals and performance metrics.

Daron Wilson

Subject Matter Expert: Housing Operations / Facilities Director



MDA, Recovery from Hurricanes Katrina and Gustav (*continued*)

January 2008 – November 2017

Program Manager, Port of Gulfport Restoration Project

Daron lead the development of strategy, policy and procedure, and programs necessary to implement the \$570 million Port Restoration project including workforce development, compliance, environmental impact reviews (EIS and EA), staffing, public outreach and procurement.

Management of MDA and Contract PMO Staff

Daron directed the implementation of document management, change control, and reporting automation. He interfaced with the Governor's office for reporting and strategy development and also coordinated with numerous state and federal agencies to further recovery programs.



Diana has **14+ years of HUD CDBG-DR reconstruction and rehabilitation housing and infrastructure program experience.** As a CDBG-DR expert, she manages multiple aspects of federally funded grant programs including overall grant compliance, budgeting, financial projections, monitoring, reporting, process and policy development, team trainings and grant closeout. In addition to her CDBG-DR experience, she has over 16+ years in financial management experience with FEMA and other clients.



AREAS OF EXPERTISE

- CDBG-DR Disaster Recovery Operations for Housing Reconstruction and Rehabilitation programs
- Disaster Recovery Program Management
- Financial Analysis
- HUD and FEMA Compliance Review
- Financial Accounting
- Stafford Act Compliance
- FEMA Public Assistance
- Planning and Policy Development
- Duplication of Benefits

EDUCATION

- Master of Accountancy, *University of Mississippi*
- Bachelor of Science in Business Administration, *Mississippi College*

WORK HISTORY

- HORNE | 2005 – Present
- Postlethwaite & Netterville | 2004 – 2005
- Carr, Riggs & Ingram LLC | 2002 – 2004

CERTIFICATIONS / TRAININGS

- Certified Public Accountant
- Certified Internal Auditor
- CDBG-DR Training
- Training for Certification Compliance

DUTY STATEMENT

The Financial Manager oversees funding and budgeting aspects of the program to make certain all policies and procedures are in place and have been properly implemented for accuracy in financial reporting. In this role, Diana will maintain a complete understanding of all applicable Program policies and requirements to assure regulatory compliance of financial and budgeting throughout the life of the program.

PROJECT SPECIFIC EXPERIENCE

Mississippi Development Authority (MDA), Project Management Office Project

CDBG Project Director | June 2014 - Present

Diana rejoined the Project Management Office Project to oversee program closeout for the remaining grant programs. She also assists each of these programs with process automation and report development used to monitor production progress. She works closely with the program managers to ensure projects are on track and in compliance with applicable laws and regulations.

Program Director | April 2008 – March 2013

Diana directed this engagement which encompassed 18 grant programs and over \$5 billion in federal grant funds. She worked closely with Mississippi Development Authority's Disaster Recovery Division to create transparency, accountability and consistency across projects. She provided expertise regarding compliance with government regulations, streamlining of processes, accurate reporting of results, proper financial accounting in accordance with HUD regulations, and automation of processes where beneficial.

Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341

New Jersey Department of Community Affairs, Sandy Integrated Recovery Operations and Management System (SIROMS)

Manager | June 2013 - June 2014

Diana oversaw the Compliance Review team for the Sandy Integrated Recovery Operations and Management System Project. This team was responsible for reviewing subrecipient expenses to ensure compliance with program guidelines and contractual agreements as well as state and federal regulations. This project encompassed programs providing grants, forgivable loans, and direct loans to small businesses; community revitalization; and tourism/marketing. *Client Reference: Christopher Shannon, Director of Finance – Sandy Recovery Division, New Jersey Department of Community Affairs, 101 South Broad Street, Trenton, NJ 08608, christopher.shannon@dca.nj.gov, 609-292-4037*

Texas General Land Office, Multiple CDBG Housing Programs

Verification and Duplication of Benefits Manager | February 2013 - June 2014

Diana assisted multiple clients in developing and implementing guidelines and policies to ensure compliance with governmental regulations. Specifically, she oversaw the process for duplication of benefits and area median income compliance for multiple CDBG housing programs. She also assisted each of these projects with process automation and report development used to monitor production progress. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Lillian Jenkins

Subject Matter Expert: Section 3



Lillian has **8+ years of experience working on CDBG-DR housing programs, with a strong emphasis on HUD Section 3** and Department of Labor Davis Bacon Act compliance. Her work includes projects for the Mississippi Development Authority totaling more than \$700M, one of which has been recognized by HUD for Best Practices and has no findings in 7 years in Section 3 Compliance. Lillian ensures compliance with program guidelines, contractual agreements, and applicable regulations.



AREAS OF EXPERTISE

- Section 3 Training / Implementation
- Section 3 Compliance
- CDBG-DR Policy & Procedures
- Applicant Intake
- Davis Bacon Compliance
- Appellate Review
- Income Verification

EDUCATION

Bachelor of Arts in Sociology, *Dillard University*

WORK HISTORY

- HORNE | 2011 – Present
- Mississippi Trained & Ready | 2010 – 2011
- Hands on Gulf Coast | 2009 – 2010
- Reznick LLC | 2007 – 2009
- Alexander Van Loon LLC | 2006 – 2007
- First Missionary Baptist Church Disaster Center | 2005 – 2006
- City of New Orleans Office of Emergency Management | 1986 – 1996
- City of New Orleans Office of Community Development | 1979 – 1981

DUTY STATEMENT

In her role as Subject Matter Expert for Section 3 compliance, Lillian will monitor commitments for long-term employment by businesses as well as contracting objectives for local hiring. She will complete necessary actions to achieve Section 3 compliance deliverables. Lillian will interact with businesses and others on the program to mitigate any issues involving Section 3 compliance.

PROJECT SPECIFIC EXPERIENCE

Mississippi Development Authority (MDA), Port of Gulfport Restoration Program

Section 3 Compliance | April 2015 – Present

Lillian works with the client, other contractors, the public and the subrecipient to monitor the Port of Gulfport's compliance with HUD Section 3 requirements related to the CDBG-DR Hurricane Katrina \$570 million-dollar restoration and expansion project. Monitoring efforts involve Port tenant agreements which include commitments for future long term employment of area residents and compliance with the HUD National Objectives. It also involves Port of Gulfport Restoration Project Construction Contractors and their commitments for employment and contracting opportunities of area residents and businesses in compliance with HUD Section 3 hiring and contracting objectives. This project has been recognized by HUD for Best Practices and has no findings in 7 years in Section 3 Compliance. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

Lillian Jenkins

Subject Matter Expert: Section 3



MDA, Neighborhood Home Program

Senior Analyst, DNQ, and Appeal Specialist | Feb 2011 – Apr 2015

Lillian worked with the client, sub-recipient, managers, and staff to complete programmatic processing of eligibility for CDBG-DR subrecipients through compliance monitoring, personal consultations, income verification, disqualification, appeal review and approval, monitoring, and oversight. She worked with sub recipients in dealing with complex Stafford Act compliance. Her involvement since the inception of the Neighborhood Home Program resulted in processing over 17,000 applications that dispersed some \$130 million in repair assistance to single family homeowners post Hurricane Katrina. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*

Craig Adelman

Subject Matter Expert: CDBG-DR Policy



Craig has spent over 25 years in the housing field, across the real estate development, lending, CDFI and government sectors. He brings significant cross-sector experience with resilience and adaptation to bear on LeSar's work. With program administration and community development experience in the public, capital, nonprofit and private sectors, Craig draws on his breadth of skills and experience to work with communities to achieve results.



AREAS OF EXPERTISE

- Program Management
- Grants Management
- Housing & Real Estate Development
- Community Development Finance
- Community Outreach
- Public/Private Partnerships

EDUCATION

Bachelor of Arts in Architecture, U.C. Berkeley

WORK HISTORY

- LeSar Development Consultants | 2019 – Present
- Low Income Investment Fund | 2014 – 2018
- AMCAL Housing | 2011 – 2014
- San Francisco Mayor's Office | 2008 – 2011
- AF Evans Development | 2005 – 2008
- Bank of America | 2003 – 2005
- Tenderloin Neighborhood Dev. | 1993 – 2003

CERTIFICATIONS / TRAININGS

California Integrated Climate Adaptation and Resiliency Program (ICARP) – Technical Advisory Council

DUTY STATEMENT

In his role as Subject Matter Expert, Craig will use is public funding and program expertise to effectively structure and implement the team to best serve the communities and households impacted by the disasters and eligible for assistance. Craig's extensive experience in program design and blending public and private capital and grants throughout California will contribute to the team's ability to achieve the desired outcomes of the program.

PROJECT SPECIFIC EXPERIENCE

California Department of Housing and Community Development, Change Management

Project Manager | March 2019 - Present

Craig leads work with California HCD that addresses significant growth in the department through business process improvements and staff capacity building. LDC compiled a roadmap of client engagement and lending enhancements to aid in the deployment of billions of program dollars (including CDBG) across functions and throughout the state. He developed and implemented team capacity building program for over 250 department staff. *Client Reference: Jennifer Seeger, Acting Deputy Director of Financial Assistance, California HCD, 2020 W. El Camino Avenue, Suite 500, Sacramento, CA 95833, Jennifer.Seeger@hcd.ca.gov, 916-263-7400*

City and County of San Francisco, HOPE SF

Deputy Director, Program Lead | June 2008 – November 2010

As Deputy Director of Mayor Newsom's Office of Housing, Craig developed and implemented the multi-billion dollar HOPE SF public housing initiative, including extensive coordination and cooperation with HUD, state agencies, and over 15 local departments. Craig lead extensive community engagement work and managed assistance with distressed households. *Client Reference: Jack Gardner, CEO, The John Stewart Company, 1388 Sutter St, San Francisco, CA 94109, jgardner@jsco.net, 415-345-4400*



Mike has **12+ years of experience in designing and managing HUD CDBG-DR housing and FEMA HMGP programs** for disaster recovery operations in Texas, New York, New Jersey, North Carolina, Puerto Rico, Mississippi, and Louisiana. His most relevant experience includes Tier 1 and Tier 2 reviews, environmental review records, environmental assessments, FONSI documentation, construction design and oversight, applicant intake, and community outreach.



AREAS OF EXPERTISE

HUD CDBG-DR Inspection
Program / Project Management
HUD CDBG-DR Program Implementation
Compliance & Oversight
HUD CDBG-DR Residential Programs
Grant Administration
HUD Environmental Review

EDUCATION

Bachelor of Science in Civil Engineering,
Louisiana State University
Master of Science in Civil-Geotechnical
Engineering, *Louisiana State
University*

WORK HISTORY

HORNE | 2018–Present
AECOM (formerly URS, Dames and Moore,
Radian) | 1991 – 2017
G&E Engineering | 1985 – 1986

CERTIFICATIONS / TRAININGS

Professional Engineer:
Alabama, #19222
Arkansas, #6978
Louisiana, #23081
Certified Project Manager

DUTY STATEMENT

In his role as Subject Matter Expert on Environmental Services, Mike will be supervising and offering guidance on all aspects of CDBG-DR environmental compliance. He will monitor the day-to-day activities to achieve environmental compliance deliverables. Mike will interact with California regulatory agencies, HCD and other stakeholders to resolve programmatic environmental issues.

PROJECT SPECIFIC EXPERIENCE

Robeson County, North Carolina, Hurricane Matthew CDBG-DR Program

Environmental Manager | March 2018 - Present

Mike provides management for all environmental services for the Tier 1 and Tier 2 reviews, as well as regulatory guidance and interaction with the North Carolina Department of Public Safety Compliance Officer. He provides oversight for Environmental Review Records, Environmental Assessments, and FONSI documentation. Additionally, Mike prepares tiered review and unspecified broad site strategy plans, along with area-wide compliance process documentation for floodplain compliance and programmatic notices of intent for floodplain eight-step process and request for release of funds. *Client Reference: Kellie Blue, County Manager, Robeson County, 701 North Elm Street, Lumberton, NC 28358, kellie.blue@co.robeson.nc.us, 910-671-3022*

Louisiana GOHSEP, Shelter at Home Program

Principal in Charge | August 2016 - January 2018

Mike provided principal leadership and compliance guidance for the project in order to assist applicants in returning to their homes with temporary repairs while awaiting permanent repairs from

FEMA and/or HUD. The program, at its height, employed over 280 personnel and numerous sub-contractors. Program personnel received over 50,000 calls from 21,000 applicants and performed approximately 30,000 site inspections. The total number of construction completions was approximately 11,000. The work was substantially completed in four months from initiation, making it one of the most successful FEMA STEP programs performed.

Client Reference: Christina Dayries, Asst. Deputy Director, Grants and Administration, Louisiana Governor's Office of Homeland Security and Emergency Preparedness, 7667 Independence Boulevard, Baton Rouge, LA 70806, christina.dayries@la.gov, 225-358-5599

New York Governor's Office of Storm Recovery, New York Rising Social Services Block Grant Project Program Manager | 2015 - 2016

Mike provided principal leadership and technical guidance for the New York Rising Program to assist applicants with finalizing closure of repairs on homes. The project assisted over 2,500 applicants. *Client Reference: Barbara Armand, Operations Manager, Armand Corporation, 80 Broad Street, Suite 601, New York, NY 10004, barmand@armandcorp.com, 212-542-4179*

Texas General Land Office (GLO), Disaster Recovery Programs

Program Manager | 2012 - 2018

Mike provided oversight for all program implementation activities for the GLO programs, including planning and needs assessment, outreach, intake and eligibility, damage assessment, estimated cost of repair, rehabilitation feasibility analysis, environmental review, site inspection and review, construction plan design, and construction oversight. He coordinated with the project managers on goals and production issues to ensure the projects continue to meet client expectations. The programs delivered for GLO included: 1) City of Galveston Hurricane Housing Program, Round 1, 1,000 individual sites, 2010-2012; 2) City of Galveston Hurricane Housing Program, Round 2, 300 individual sites, 2013-2018; 3) Lower Rio Grande Valley Development Council Hurricane Housing Program, Round 2, 800 individual sites, 2012-2015; 4) Southeast Texas Regional Planning Commission Hurricane Housing Program, Round 2, 1,500 individual sites, 2012-2018. *Client Reference: Mark Havens, Chief Clerk & Deputy Land Commissioner, 1700 North Congress Avenue, Austin, TX 78701, mark.havens@glo.texas.gov, 512-936-4441*

Mississippi Development Authority (MDA), Hurricane Katrina Recovery

Program Manager | 2007 - 2016

As the client point of contact for MDA Disaster Recovery Programs that have assisted over 20,000 applicants, Mike provided regulatory guidance and interaction with the MDA Compliance Officer. He provided oversight for all prepared Environmental Review Records, Environmental Assessments, and FONSI documentation. Additionally, he prepared tiered review and unspecified broad site strategy plans, along with area-wide compliance process documentation for floodplain compliance and programmatic notices of intent for floodplain eight-step process and Request for Release of Funds. Mike also managed for over 5,000 damage assessment inspections for the MDA Neighborhood Home Program. He coordinated with the MDA project manager on goals and production issues to ensure the projects continued to meet expectations. *Client Reference: Nell Rogers, Bureau Manager/Disaster Recovery Division, Mississippi Development Authority, 501 North West Street, Jackson, MS 39201, nell.rogers@mississippi.org, 601-359-9341*