STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID:

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-DRMHRE-25003	1	

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
Self-Help Enterprises

2. The term of this Agreement is:

START DATE
07/08/2025

THROUGH END DATE
12/30/2028

3. The maximum amount of this Agreement after this Amendment is:
$21,284,462.00

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

-Contract amount will be increased from $8,381,706.00 to $21,284,462.00 (adding $12,902,756.00)
-Exhibit B, Budget Details and Payment Provisions is hereby deleted in its entirety and replaced with new Exhibit B, Budget Details and Payment Provisions Amendment 1 (Rev 11/2025), attached hereto and made a part hereof.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Self-Help Enterprises

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
8445 W. Elowin Court	Visalia	CA	93291

PRINTED NAME OF PERSON SIGNING	TITLE
Thomas Collishaw	President

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	12/17/2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
651 Bannon Street. Suite 400	Sacramento	CA	95811

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
Edona Evans	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	Exempt per: SCM Vol. 1, 4.04.A.3 (DGS memo dated 6/12/1981)

12/19/2025
Edona Evans

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Budget**

The total budget cannot exceed **$21,284,462.00** as follows:

Activity – **Merced County**	Grant Funds
Total Activity Budget	$8,307,764.80
Total Activity Delivery Budget	$2,076,941.20
TOTAL	**$10,384,706.00**

Activity – **San Joaquin County**	Grant Funds
Total Activity Budget	$8,719,804.80
Total Activity Delivery Budget	$2,179,951.20
TOTAL	**$10,899,756.00**

2. **Availability of Funds**

A. The Department's provision of funding to Subrecipient pursuant to this Agreement is contingent on the availability of CDBG-DR funds, and subject to the requirements to spend 80% of CDBG-DR grant funds to benefit the Most Impacted and Distressed (MID) areas identified in FEMA DR-4683, 70% of grant-wide funds for Low and Moderate-Income (LMI) benefit and continued federal and state authorization for CDBG-DR activities. Furthermore, Department funding is subject to amendment or termination due to lack of funds or authorization.

B. The Department shall be relieved of any obligation for making payments to the Subrecipient if funds allocated to the State by HUD cease to be available for any reason or there is any limitation on, or withdrawal of, the Department's authority to administer the CDBG-DR program or any portion thereof.

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3. **Expenditure of Funds**

A. Activity Costs

No Activity costs may be incurred, or funds reimbursed, until and unless the Department has documented subrecipient compliance with the National Environmental Protection Act (NEPA) requirements established in 24 CFR 50, 24 CFR 58, and 42 USC 4321, et seq., the California Environmental Quality Act (CEQA), Public Resources Code, section 21000 et seq., and related CEQA guidelines located in the California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000 – 15387 as referenced in Exhibit D, Section 14.

Activity Delivery Costs may be incurred prior to documented NEPA and CEQA compliance. Activity Delivery Costs may not be incurred prior to the Effective Date of this Agreement. See Section 4 below for reimbursement requirements of Activity Delivery costs.

B. No Supplantation of Funds

The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. Withholding Funds

In addition to any of its other rights or remedies herein, the Department reserves the right to withhold payments pending timely delivery of Program reports or documents, curing any missed deadlines and/or performance milestones, and in the event of any defaults by the Subrecipient under this Agreement, as noted in Exhibit D, Section 3.

D. Disencumbering Funds

Subrecipient agrees that funds determined by the Department to be surplus upon completion of the Program, or that have not been spent prior to the Expenditure Deadline, will be subject to disencumbrance by the Department. In the event of disencumbrance, the Department may repurpose such funds for other CDBG program purposes in accordance with CDBG program requirements.

E. Indirect Costs

The Department will only consider reimbursement of indirect cost expenditures from Subrecipients that have an approved Indirect Cost Rate Proposal from the Department, HUD, or other cognizant federal agency. If Subrecipient does not have an approved Indirect Cost Rate Proposal, Subrecipient shall develop a proposal for determining the appropriate CDBG-DR share of indirect costs and shall submit it to the Department for approval prior to submission of Financial Reports for reimbursement of indirect cost expenditures.

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F. Compliance with the OMB Uniform Guidance Audit Requirements

Grant funds will not be disbursed to any Subrecipients identified by the State Controller's Office (SCO) as noncompliant with the Federal Single Audit Act, as applicable, and described in the OMB Uniform Guidance and 2 CFR Part 200 Subpart F. No funds may be disbursed until compliance with the OMB Uniform Guidance is demonstrated to the satisfaction of the Department.

G. Grant Administration

The Subrecipient agrees to administer this Agreement in accordance with the provisions of the State's CDBG-DR Grant Administration Manual as well as all applicable laws, regulations, guidelines, Federal Register Notices, the Subrecipient Implementation Guide, the Program PnPs, and the terms of this Agreement.

4. **Method of Payment**

Payments will be made directly to Subrecipient only as reimbursements based on the documented and satisfactory completion of Subrecipient Scope of Work detailed in Section 3 of Exhibit A, the timely meeting of performance milestones detailed in Sections 6-7 of Exhibit A, and confirmation of Subrecipient's compliance with the terms of this Agreement. No advances of funds will be made to the Subrecipient under any circumstance, as this is a reimbursement-only program.

Financial Reports to request reimbursement from HCD must be submitted electronically through System of Record. The Department will not authorize any payments or reimbursements unless it has determined the activities indicated in the Financial Report have been performed in compliance with the terms of this Agreement, any other agreements executed by the parties in connection herewith, and all applicable federal and state laws, regulations, guidelines, Federal Register Notices, the Subrecipient Implementation Guide, and Program PnPs. Financial Reports shall be submitted by the Subrecipient to the Department no later than the 15th calendar day of each month.

A. Reimbursements for Costs Incurred

1) The Subrecipient may be reimbursed by the Department for Eligible Expenses as defined herein, applied to the Scope of Work as described in Exhibit A. Eligible Expenses, which are defined in Section 1 of Exhibit D of this Agreement, include but are not limited to, costs associated with Subrecipient program implementation, including staff time.

2) Activity Delivery Costs incurred shall be reimbursed only after such costs are expended for Scope of Work satisfactorily completed, provided the Department determines that the Subrecipient is performing in accordance with the standards set forth in Section 3 of Exhibit A.

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3) To receive reimbursement for Subrecipient activities approved in Section 3: Subrecipient Scope of Work, of Exhibit A, the Subrecipient shall timely submit all required Department forms via Grants Network. Financial Reports must include the level of documentation specified in the Department's CDBG-DR Grant Administration Manual and Management Memo 23-01 located on the Department's website in order to be reviewed and processed.

B. Final Financial Reports

1) The final Financial Report for the Subrecipient Award must be submitted to the Department before the expenditure deadline of this Agreement.

The subrecipient must follow closeout procedures as identified in the MHRE Subrecipient Implementation Guide and HCD Grant administration manual.

C. Recapture of Funds

A Subrecipient may be required to repay all or a portion of the funds received from the Department, including for Activity Delivery, pursuant to this Agreement if the Subrecipient, among other things, does not fulfill its obligations under this Agreement or fails to meet applicable federal requirements. The reasons for a recapture of funds by the Department include, but are not limited to, the following:

1) The Subrecipient does not comply with the terms of this Agreement, or any agreement executed by the Subrecipient and the Department in connection herewith.

2) The Subrecipient withdraws from the Program prior to completion of the Activity(ies).

3) The Subrecipient fails to meet the LMI National Objective.

The potential recapture of funds pursuant to this provision is in addition to, and not in lieu of, any other rights and remedies of the Department under this Agreement, all of which are hereby reserved.

5. **Budget Revisions and Amendments**

Budget line-item adjustments may be made in accordance with the following:

A. Budget Revisions: Adjustments to the Budget that do not require an increase or reduction of total budget, a change in National Objective, or a change in the type or a reduction in number of beneficiaries assisted may be completed as a Budget

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Revision. Budget Revisions shall include but not be limited to:

1) Adjustments that reallocate funds between budget line items.

2) Adjustments that increase or decrease the detail included in the submitted lined item budgets, including adding and removing budget line items, without increasing or decreasing the Scope of Work and without changing the overall HCD-approved budget.

B. Budget Revisions must be approved by the Department prior to implementation. May require a Standard Agreement Amendment (STD 213A). If approved, Budget Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Budget revisions must be submitted through System of Record and subsequently approved by the Department prior to implementation. Approval shall be provided through System of Record.

C. Agreement Budget Revisions: Adjustments to the budget that result in an increased or a reduced total amount shall require Standard Agreement Amendment (STD 213A) must be fully executed by both the Subrecipient and the Department prior to implementation, unless the Department has provided written approval for expenditures based on the revised budget prior to full execution.

6. **Activity Closeout Procedures**

The Subrecipient must submit the following to the Department at the completion of the MHRE Program.

A. A Final Activity Report (known Department-wide as the Project Completion Report) that includes all required reporting data for the Activity, including but not limited to, eligible activities, costs, beneficiaries, and National Objective.

B. Evidence, satisfactory to the Department, of compliance with any other Special Conditions of this Agreement.

C. A resolution from the governing body acknowledging the accomplishments and confirming that the Activity is complete and that all Financial Reports have been processed and reimbursed.

Upon receipt of the above documentation, the Department will close the Activity and finalize the activity in DRGR for final reporting to HUD.

7. **Document Retention Policy**

Subrecipient shall retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a minimum period of five (5) years after the

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Department notifies the Subrecipient that the grant agreement between HUD and the State of California has been closed.