

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

19-50-018

PURCHASING AUTHORITY NUMBER (If Applicable)

2240

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

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

Enterprise Community Partners, Inc.

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

9/30/2020

3. The maximum amount of this Agreement is:

\$484,596.00

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.

Exhibits	Title	Pages
Exhibit A	Authority, Purpose, and Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	HCD Additional Contract Terms, Personal/Consulting Services	12
+ - Attachment A	Resumes Department of Housing and Community Development	37

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/OLS/Resources>

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.)

Enterprise Community Partners, Inc.

CONTRACTOR BUSINESS ADDRESS

11000 Broken Land Parkway, Suite 700

CITY

Columbia

STATE

MD

ZIP

21044

PRINTED NAME OF PERSON SIGNING

Keith Fahey

TITLE

Senior Vice President

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

4/8/20

STANDARD AGREEMENT

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2240

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 West El Camino Avenue, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Victor Baker

TITLE

Service Contract Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

4/8/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

APPROVED

Apr. 8, 2020

AW:skb

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXEMPTION (If Applicable)

EXHIBIT A**AUTHORITY, PURPOSE AND SCOPE OF WORK**

1. Enterprise Community Partners, Inc., hereafter referred to as the ("Contractor"), agrees to provide to the Department of Housing and Community Development, hereafter referred to as ("HCD" or "Department") with support to develop and implement its housing response and recovery plan, with a focus on ensuring that short-term response strategies are designed to build a foundation for long-term success in addressing housing insecurity, affordability, and homelessness across the state ("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	Enterprise Community Partners, Inc.	
Section/Unit: Admin	Project Manager #1: [REDACTED]	Project Manager #2: [REDACTED]
*Contract Manager: Cathy Parr	Title: [REDACTED]	Title: [REDACTED]
Address: 2020 West El Camino Avenue, Suite 130 Sacramento, CA 95833	Address: [REDACTED]	Address: [REDACTED]
Bus. Phone No.: (916) 263-6893	Bus. Phone No.: [REDACTED]	Bus. Phone No.: [REDACTED]
Email: cathy.parr@hcd.ca.gov	Email: [REDACTED]	Email: [REDACTED]

**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. Scope of Work & Timeline

PHASE 1 – Gain Consensus on Goals and Priority Activities	
Dates	Task
3/26	<ul style="list-style-type: none"> • Enterprise Comments on State's 15/30/60-day plan • Enterprise Proposal to support State's work
3/27	Meet with Lynn Van Koch-Liebert and other staff from BCSH, HCD, etc. to discuss State's work to date, Enterprise scope of work and immediate tasks
3/29	Select top priorities from initial list of all identified Activities
4/1	Provide updated Enterprise scope of work and budget.
4/3	Convene/Participate in initial Task Force call via Zoom Get feedback on the priority Activities <ul style="list-style-type: none"> • State staff from: BCSH, HCD, TCAC, CDLAC, CalHFA; also, those in economic development, workforce, homelessness • Enterprise staff • GOAL: Obtain feedback on the first-tier priority Activities list, which are highest opportunity, and which have any connection to other workstreams.
4/6	Deliverable 1: Final Interim Set of High-Level Objectives and Accompanying Priorities, reflecting input and consensus from Task Force and noting opportunities for connections to other workstreams.
PHASE 2 – Develop Clear and Achievable Action Plans	
4/13 Draft to Lynn (assume iterative feedback from Lynn and other members of taskforce throughout phase)	Deliverable 2: Preliminary Action Plans (8) <ul style="list-style-type: none"> <input type="checkbox"/> High-level concept and outline of proposed elements of the strategy <input type="checkbox"/> Key internal activities, milestones and pathway <input type="checkbox"/> Timeline, including identifying external milestones (e.g., anticipated federal/state actions, Governor's Office approvals, etc.) <input type="checkbox"/> Identify anticipated constraints <input type="checkbox"/> Identify key agency and external partners Deliverable 3: Calendar of Priority Pathways

	<ul style="list-style-type: none"> • High-level timeline of how pathways for all eight priorities map onto one another, noting key external milestones
4/13 - 5/3 as determined for each priority on a rolling basis (based on external milestones)	Deliverable 4: Final Action Plans (8) <ul style="list-style-type: none"> <input type="checkbox"/> Detailed description of proposed program elements <input type="checkbox"/> Updated sections of Preliminary Action Plan based on feedback and new information and strategy <input type="checkbox"/> Target Outcomes <input type="checkbox"/> Identify key questions for further research

PHASE 3 – Create and Move Implementation Plans

4/20-6/29 (Note: Phases 2 and 3 overall; will vary based on external milestones for each priority)	Transform Action Plans into detailed Implementation Plans that includes: <ul style="list-style-type: none"> • Detailed workplan with relevant agencies/stakeholders, tasks, detailed timeline, etc. • Updated sections of Final Action Plan based on feedback and new information and strategy • Best Practices & examples • Implemented elements of select elements of most plans • Course corrections if necessary of ongoing work in progress
6/29	Deliverable 5: Full set of in-process implementation plans including action steps and outcomes already achieved.

5. Key Personnel

A. Core Team

- 1) [REDACTED];
- 2) [REDACTED];
- 3) [REDACTED];
- 4) [REDACTED];
- 5) [REDACTED];
- 6) [REDACTED]

B. In addition to the core team mentioned above, the Contractor will work closely with a select group of experts within Enterprise, including but not limited to the following senior staff:

- 1) [REDACTED]

- 2) [REDACTED]
- 3) [REDACTED]
- 4) [REDACTED]
- 5) [REDACTED]
- 6) [REDACTED]
- 7) [REDACTED]
- 8) [REDACTED]
- 9) [REDACTED]

10) Enterprise Knowledge, Impact & Strategy Team, Enterprise's in-house research and data team

6. Effective Date and Term

- A. This Agreement is effective upon approval by DGS. The termination date of this Agreement is September 30, 2020. No services shall be provided before approval by DGS, or after the termination date.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed \$484,596.00.

2. Invoicing and Payment

- A. Contractor shall invoice on a time-and-materials basis according to page 2 of 2 of this Exhibit, with the total of all invoices not to exceed the amount shown in Section 1, 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.

TOTAL

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 Exhibit A.5, of this Agreement, 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.

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.

EXHIBIT D

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.

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.

EXHIBIT D

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.