



Notice Publication Date: March 10, 2026

PUBLIC NOTICE

A PUBLIC MEETING OF THE GOVERNING BOARD OF THE CALIFORNIA RESIDENTIAL MITIGATION PROGRAM

NOTICE IS HEREBY GIVEN that the Governing Board of the **California Residential Mitigation Program (CRMP)** will hold an open, teleconferenced meeting in Sacramento, California pursuant to Government Code section 11123.2. Members of the public may attend using the Microsoft Teams link, the dial-in number, or in-person at the teleconference location, each of which is provided below. A majority of the members of the board will be physically present at the teleconference location provided below in accordance with Gov. Code section 11123.2(j). The Bagley-Keene Open Meeting Act applies generally to meetings of the board, and the meeting is open to the public—public participation, comments, and questions will be welcome for each agenda item. All items are appropriate for action if the governing board wishes to take action. Agenda items may be taken out of order.

DATE: Friday, March 20, 2026

TIME: 1:00 p.m.

TELECONFERENCE LOCATION:

California Earthquake Authority
400 Capitol Mall
Suite 1200
Sacramento, CA 95814

TEAMS ACCESS TO MEETING: *

By Computer (Open the Microsoft Teams App, or navigate to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting>):

Enter Meeting ID: 298 089 802 973 49

Passcode: Qq9LH9Ee

Direct Link: [Join Teams meeting](#)

By Phone: +1 323-886-4439 United States, Los Angeles (Toll)

Enter Conference ID Number: 992 377 915#

*CRMP may be unable to control unforeseen technical difficulties of the platform's audio feed of this meeting; if such technical difficulties occur, CRMP will take reasonable actions to resolve the technical difficulties to avoid disruption to public participation in the future. When required, CRMP will adjourn the meeting in accordance with Gov. Code section 11123.2(o).

Public Participation: The telephone lines of members of the public who dial into the meeting to observe and comment will initially be muted to prevent background noise from disrupting the meeting. Public phone lines will be unmuted during all portions of the meeting that are appropriate for public comment, to allow members of the public to comment. Please see additional instructions below regarding Public Participation Procedures.

PUBLIC PARTICIPATION PROCEDURES: All members of the public shall have the right to observe the meeting and offer comment during this meeting as outlined below. The acting Chair of the Governing Board will indicate when a portion of the meeting is to be opened for public comment. As indicated below, please register in order to provide comment. When it is your turn to comment, unmute your line, introduce yourself and proceed with your comment. The Chair of the meeting reserves the right to limit the time for comment. Members of the public should be prepared to complete their comments within approximately three (3) minutes, but more or less time may be allotted by the Chair.

If you wish to provide a public comment, please register with Maura White via email at mwhite@calquake.com at least one hour prior to the start of the meeting to ensure your participation. Any submitted email requesting to speak during public comment should include reference in the subject line of the email referencing this meeting, and the body of the email should specify if the comment is or is not regarding a specific agenda item.

ACCESSIBILITY ACCOMMODATIONS: Pursuant to the Americans with Disabilities Act, persons who need assistance in order to participate in this meeting should, prior to the meeting, contact Maura White via email at mwhite@calquake.com. We would appreciate hearing from you at least five (5) calendar days before the meeting date to best allow us to meet your needs.

AGENDA:

1. Call to order and member roll call:

Lori Nezhura, Chair; Deputy Director, Cal OES
George Sittner, Vice Chair; Chief Insurance and Claims Officer, CEA
Eric Swanson, CRMP Board Member; Deputy Director of Finance and Administration, Cal OES
Tracy Palombo, CRMP Board Member; Reinsurance and Risk-Transfer Director, CEA

Establishment of a quorum

2. CRMP Managing Director Stephanie Stephens will provide an update of the Business Plan for review and approval. Board to act on proposed revisions or provide direction.
3. CRMP Managing Director Stephanie Stephens will present request to approve staff's recommendation to authorize executive director Janiele Maffei to negotiate and execute the contract with Concourse Tech Inc. as the proposal in the best interest of the CRMP, subject to minor confirming and clarifying changes acceptable to the Executive Director and Counsel for CRMP, for approval.
4. Public comment on items that do not appear on this agenda and public requests that those matters be placed on a future agenda.
5. Adjournment.

Inquiries/General Information:

Maura White

mwhite@calquake.com

To view this notice on the CRMP website, please visit <https://www.crmp.org/about-us/public-meetings>

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Persons with disabilities may request special accommodations at this or any future CRMP Governing Board meeting or may request the accommodation necessary to receive agendas or materials prepared for its board meetings.

Please contact Maura White by email at mwhite@calquake.com. We would appreciate hearing from you at least five days before the meeting date to best allow us to meet your needs.

NOTE: You might have received this notice because your name, or that of your organization, appears on a public-notice list maintained by the California Earthquake Authority. If, in the future, you do not wish to receive public notices pertaining to the California Residential Mitigation Program, please send your request by email to info@crmp.org.

CRMP Governing Board Memorandum

March 20, 2026

Agenda Item 2: CRMP Business Plan

Recommended Action: Review and approve business plan

Background:

CRMP Managing Director Stephanie Stephens will present the business plan for board approval. The plan was last presented to the board at the May 2025 meeting and was approved. The Governing Board is required by the CRMP Joint Exercise of Powers Agreement to review and update the CRMP business plan annually.

An overview of the recommended changes is as follows, with additions **underlined and bolded** and removals with ~~strikethrough~~:

1. Section 2 & 2B, page 1:
 - Add formatting to section headers:

2. Earthquake Hazard

- A. CA Building Code for retrofitting existing residential buildings...
- B. Contractors and Design Professional training and requirements:

2. Section 2B, page 2:
 - Remove language:

B. Contractors and Design Professionals training and requirements:

~~I. Contractors:~~

3. Section 2B, page 2:
 - Add language:

A critical element of the CRMP program is to encourage and support work performed by private-sector contractors that have received FEMA-supplied, specialized residential-seismic-retrofit training **as outlined in the Program Rules for each funding source.**

4. Section 2B, pages 2-3:
 - Remove language:

1. ~~Online videos and related tests to illustrate and instruct how to properly perform residential seismic retrofits that meet all applicable residential seismic retrofit building codes.~~
2. ~~A public list of contractors that have one or more employees, workers, or other associated persons who have successfully completed the contractor training videos and tests, made available online to dwelling owners.~~
3. ~~A requirement that each listed contractor perform all program retrofit work in accordance with design guidance promulgated pursuant to Section 1(A) above and ensure that an employee, worker, or other associated person who has taken and successfully completed the contractor training videos and tests oversees and approves all program retrofit work performed by the contractor.~~
4. ~~A requirement that each listed contractor confirm that it is a licensed contractor in the State of California in good standing and that it will make available to CRMP, on request, evidence that it:

 - a. ~~has in force a current California contractor's license (Class A or B only) in a field reasonably related to residential seismic retrofit work in California;~~
 - b. ~~has in force a current construction bond that meets or exceeds the statutory requirement for such bonds;~~
 - c. ~~retains evidence of current workers' compensation insurance for all employees of the contractor; and~~
 - d. ~~demonstrates a commitment to work within the local jurisdiction's building construction permitting and inspection processes.~~~~
5. ~~Removal of a contractor from the CRMP list of contractors, at the sole discretion of CRMP, in the event CRMP determines that the contractor has failed to meet the requirements listed in (3) or (4) above or is using CRMP's trademark or anything similar to it or the phrase "Brace + Bolt" in a manner that implies to homeowners or the public that the contractor is affiliated with CRMP beyond being a CRMP-registered contractor.~~

H. Design Professionals (Architects and Engineers)

As a design professional, the following items are required to remain on the list of design professionals:

1. ~~Is licensed in the State of California in good standing; and~~
2. ~~A requirement that each listed design professional will make available to CRMP, on request, evidence that it:~~

- ~~a. performs all program retrofit work in accordance with design guidance promulgated pursuant to Section 1(A) above~~
- ~~b. retains evidence of current workers' compensation insurance for all employees of the design professional, if required; and~~
- ~~c. demonstrates a commitment to work within the local jurisdiction's building construction permitting and inspection processes.~~

~~Removal of a design professional from the CRMP list of design professionals is at the sole discretion of CRMP, in the event CRMP determines that the design professional has failed to meet the requirements listed in (1) or (2) above or is using CRMP's trademark or anything similar to it or the phrase "Brace + Bolt" in a manner that implies to homeowners or the public that the design professional is affiliated with CRMP beyond being a CRMP-registered design professional.~~

- 5. Section 2C, page 3:
 - o Formatting change:

C. Management ~~T~~**I**team

- 6. Section 2C, no. 13, page 4:
 - o Add language:
13. annually select and report to the governing board on the ZIP Codes in which dwelling owners will be invited to submit applications to participate in the CRMP **seismic retrofit** program.
- 7. Section 3A, page 6:
 - o Add language:

CEA plans to continue to contribute funds to CRMP in support of the CRMP program from CEA's Earthquake Loss Mitigation Fund **and other available funding**.

Recommendation:

Staff recommends approval of changes, as noted above, to the current CRMP business plan.

Business Plan

California Residential Mitigation Program (CRMP)

1. Program Overview

Both the California Office of Emergency Services (Cal OES) and the California Earthquake Authority (CEA) are authorized to assist California dwelling owners who wish to retrofit their dwellings to protect against earthquake damage. The CEA and Cal OES entered into a joint exercise of powers agreement (“JPA”) to create the California Residential Mitigation Program (CRMP) to carry out a joint mitigation program.

The purpose of the CRMP program is to solicit, accept and disburse funds that will be used to provide grants and other types of assistance and incentives to the owners of residential buildings consistent with the JPA in California who wish to retrofit their dwellings to protect against earthquake damage.

The program’s focus is paying or reimbursing dwelling-retrofit expenses that:

1. strengthen crawl space walls to enable them to function as shear elements, significantly protecting the dwelling from collapsing;
2. bolt sill plates to the foundation, enabling the dwelling to remain in place, rather than sliding off the foundation during an earthquake;
3. strengthen soft, weak or open front- dwellings to decrease the risk of collapse; and
4. address other seismic-related vulnerabilities, consistent with the CRMP program rules, which are promulgated from time to time.

2. Earthquake Hazard:

A. CA Building Code for retrofitting existing residential buildings

The retrofit work funded by CRMP is to conform to California law and may also conform to other design guidance, as determined appropriate, and approved by the governing board from time to time, including but not limited to the latest edition of Chapters A3 and A4 of the California Existing Building Code; ASCE 41; FEMA P-807; and FEMA P-1100.

The retrofit work will also be subject to any more restrictive local requirements and to the permitting and building-inspection processes of local jurisdictions.

B. Contractors and Design Professionals training and requirements:

~~I. Contractors:~~

A critical element of the CRMP program is to encourage and support work performed by private-sector contractors that have received FEMA-supplied, specialized residential-seismic-retrofit training as outlined in the Program Rules for each funding source.

~~— Online videos and related tests to illustrate and instruct how to properly perform residential seismic retrofits that meet all applicable residential seismic retrofit building codes.~~

~~1. A public list of contractors that have one or more employees, workers, or other associated persons who have successfully completed the contractor training videos and tests, made available online to dwelling owners.~~

~~1. A requirement that each listed contractor perform all program retrofit work in accordance with design guidance promulgated pursuant to Section 1(A) above and ensure that an employee, worker, or other associated person who has taken and successfully completed the contractor training videos and tests oversees and approves all program retrofit work performed by the contractor.~~

~~1. A requirement that each listed contractor confirm that it is a licensed contractor in the State of California in good standing and that it will make available to CRMP, on request, evidence that it:~~

~~— has in force a current California contractor's license (Class A or B only) in a field reasonably related to residential seismic retrofit work in California;~~

~~— has in force a current construction bond that meets or exceeds the statutory requirement for such bonds;~~

~~— retains evidence of current workers' compensation insurance for all employees of the contractor; and~~

~~— demonstrates a commitment to work within the local jurisdiction's building-construction permitting and inspection processes.~~

~~5. Removal of a contractor from the CRMP list of contractors, at the sole discretion of CRMP, in the event CRMP determines that the contractor has failed to meet the requirements listed in (3) or (4) above or is using CRMP's trademark or anything similar to it or the phrase "Brace + Bolt" in a manner that implies to homeowners or the public that the contractor is affiliated with CRMP beyond being a CRMP-registered contractor.~~

~~H. Design Professionals (Architects and Engineers)~~

~~As a design professional, the following items are required to remain on the list of design professionals:~~

~~0. Is licensed in the State of California in good standing; and~~

~~0. A requirement that each listed design professional will make available to CRMP, on request, evidence that it:~~

- ~~— performs all program retrofit work in accordance with design guidance promulgated pursuant to Section 1(A) above~~
- ~~— retains evidence of current workers' compensation insurance for all employees of the design professional, if required; and~~
- ~~— demonstrates a commitment to work within the local jurisdiction's building construction permitting and inspection processes.~~

~~Removal of a design professional from the CRMP list of design professionals is at the sole discretion of CRMP, in the event CRMP determines that the design professional has failed to meet the requirements listed in (1) or (2) above or is using CRMP's trademark or anything similar to it or the phrase "Brace + Bolt" in a manner that implies to homeowners or the public that the design professional is affiliated with CRMP beyond being a CRMP-registered design professional.~~

C. Management Team

CRMP is a legally separate entity from its members. It has a governing board consisting of two members appointed by CEA and two members appointed by Cal OES.

Overall responsibility for operations has been delegated by the governing board to the Executive Director in a governing board resolution authorizing the Executive Director to take all necessary and appropriate actions to implement the business plan adopted by the governing board as updated from time to time, with the following limitations:

1. obtain prior approval of the governing board for contracts that either (a) involve a cost or obligation to CRMP greater than \$100,000 annually (or if the contract is not for a set amount, where the obligation is likely to exceed \$100,000 annually); or (b) have a duration or likely duration greater than 12 months;
2. obtain prior approval of the governing board before commencing litigation or arbitration proceedings; and
3. obtain prior approval of the governing board for the annual budget of CRMP.

The Executive Director is authorized to operate CRMP within the framework established by law and the joint exercise of powers agreement that formed CRMP and in accordance with rules and policies adopted by the governing board, including the CRMP Procurement Guidelines and Contracting Manual and the CRMP Expenditures Procedures Manual.

The Executive Director is expected to:

1. endeavor continually to identify emerging legal, economic, political, social, technological, and marketplace trends that are likely to affect CRMP's fulfillment of its mission, its operations, solvency, and management and bring to the attention of the governing board all matters that are sensitive in nature or that have a significant policy impact;
2. advise the governing board on all matters pertaining to CRMP;
3. cooperate with and act as liaison between and among the governing board, the CRMP staff, the members of CRMP and their staffs, departments and agencies of the State of California, the Legislature, the Governor, the State Treasurer, the Insurance Commissioner, and other state officers;
4. present to the governing board (with recommendations for) policies, rules, and proposed actions to carry out the provisions of laws that apply to CRMP programs;
5. submit to the governing board reports, resolutions, and procedures, and make recommendations for legislative action on changes in CRMP's programs and efforts in connection with the laws that govern the administration of CRMP;
6. maintain membership in and participate in the proceedings of state, national and other organizations in the field of earthquake loss mitigation for the purpose of keeping abreast of developments in that field and any and all related fields or endeavors—membership and participation includes traveling to and attending meetings of those organizations, as appropriate, and the Executive Director may designate any staff members (or, as appropriate, a contracted CRMP vendor or consultant) to carry out these delegated duties;
7. in consultation with the governing board as needed, act as the primary spokesperson for CRMP to the public and appear before and offer testimony to Legislative committees and address other groups to inform them of the operations, programs, and policies of CRMP as well as positions taken by the governing board (if any) on proposed laws and other issues;
8. prepare proposed updates to the CRMP business plan no less frequently than annually and submit the updates to the governing board for consideration and approval;
9. oversee, direct, and monitor the performance of services from all CRMP contractors, vendors, consultants, and advisors;
10. accept service of summons and any other legal service of process for and on behalf of the governing board and CRMP;

11. execute all documents and authorize the issuance of instructions to accomplish the Executive Director's authorized responsibilities and duties;
12. report to the governing board on the grants applied for and received;
13. annually select and report to the governing board on the ZIP Codes in which dwelling owners will be invited to submit applications to participate in the CRMP seismic retrofit program; and
14. annually notify the governing board of marketing plans for the CRMP program.

D. Governing Board

Under its overall authority and responsibility to administer CRMP, the governing board will retain the following powers:

1. deliberate on and adopt basic policy and policy initiatives of CRMP;
2. review and adopt the annual budget of CRMP and CRMP's cash-flow plan and approve significant budget and cash-flow plan changes;
3. review and adopt the CRMP business plan, approve significant deviations from or actions not in the plan, and review and update the business plan no less frequently than annually;
4. evaluate CRMP program results from time to time and make changes in the program that the governing board decides are appropriate;
5. approve contracts that fall outside the scope of authority delegated to the Executive Director;
6. conduct, or delegate responsibility for, annual performance reviews of key staff; and
7. review and approve litigation and arbitration proceedings.

CRMP may employ or contract staff and consultants as required to administer the program and may contract with private-sector and other organizations to provide goods and services. Management oversight of the program will be provided by the governing board of CRMP through the chief mitigation officer of the CEA, serving as CRMP Executive Director. Cal OES, through its seats on the governing board, will have input into the direction taken by CRMP. No staffing will be provided by Cal OES.

Under California law, the debts, liabilities, and obligations of CRMP will not be debts, liabilities, or obligations of either of its members. CRMP will purchase insurance, including tort-liability insurance and errors and omissions insurance for CRMP, its members, its officers and employees, and the officers and employees of the CEA who provide services to CRMP and cyber insurance. CEA and Cal OES will be named in the

tort liability insurance policy as additional insureds. The terms and cost of such insurance must be acceptable to the CEA and to Cal OES.

3. Program Funding

Funding for CRMP will be provided by voluntary advances, contributions, or grants. Funds from each funding source will be identified and tracked in a manner that permits CRMP to separately account for funds from each funding source. CRMP's program rules will be modified as necessary to reflect restrictions and requirements relating to new funding sources.

A. CEA contributions

CEA plans to continue to contribute funds to CRMP in support of the CRMP program from CEA's Earthquake Loss Mitigation Fund [and other available funding](#). CEA also has contributed to CRMP the use of personnel, equipment and property. The amount and timing of CEA contributions is within the sole discretion of CEA. Funding provided by CEA may be used for CRMP administrative and operating expenses in addition to direct program expenses. The CEA contributions will be used for the programs described at www.crmp.org.

B. Multi-Hazard Mitigation Plan and FEMA grants

Cal OES will maintain the State of California Multi-Hazard Mitigation Plan, which is required by federal law for the State to receive federal funds for mitigation, disaster recovery, and fire suppression. Cal OES shall not contribute to the CRMP funds appropriated to Cal OES in the state budget for administrative or operations costs except for funds provided by FEMA or other grant programs. Cal OES, CEA, and CRMP plan to seek federal funding under FEMA's hazard mitigation assistance grant programs and other FEMA funding sources.

C. Other third-party funding

Funds for the CRMP program will be sought from state and other sources and will be accepted if the funding source and any accompanying restrictions and requirements approved by the governing board of CRMP with the prior written consent of CEA and Cal OES.

3. Other Programs

The CRMP program will not preclude Cal OES or CEA from establishing and operating other mitigation projects or program.

CRMP Governing Board Memorandum

March 20, 2026

Agenda Item 3: Grants Management Systems Contract with Concourse Tech Inc.

Recommended Action: Approval to authorize executive director Janiele Maffei to negotiate and execute a Grants Management Systems contract with Concourse Tech Inc.

Background:

California Residential Mitigation Program (CRMP) issued a Request for Information (RFI) on January 21, 2025, for a Residential Retrofit Program Grants Management System (GMS). The submission deadline was March 17, 2025, and yielded three (3) responses. For the same services, CRMP issued a Request for Proposals and Qualifications (RFP-Q) on November 3, 2025. The Request for Qualifications and Proposals (RFP-Q) was advertised, proposals received and scored, interviews conducted, and determination made.

Procurement Process:

On November 3, 2025, CRMP issued an RFP-Q for grants management system services (CRMP RFP-Q #08-16) with a final proposal submission date of December 29, 2025.

Advertisements for RFP-Q were as follows:

- Posted on the California Residential Mitigation (“CRMP”) website.
- Posted to CRMP Social media-LinkedIn.
- Sent four (4) Constant Contact email campaigns between November 3, 2026, and December 15, 2026, to approximately sixty-four (64) recipients.

A total of 104 questions were asked by potential proposers and answered by staff. Ten (10) proposals were received by the final proposal submission date. The proposers were Accelerator, BDO, Concourse Tech Inc., Crowe LLP, Dulles Technology Partners, Duty First Capital, Fluxxlabs, Forerunner, HOTB Software, and Omnia TG.

Evaluation Process:

Proposals were reviewed for compliance with the requirements of the RFP-Q for format, required submission components, and minimum qualifications. A total of three (3) proposers met all minimum criteria and invited to interview with a panel of seven (7) staff. Those proposers were BDO, Concourse Tech Inc., and Fluxxlabs. Interviews were conducted between February 11, 2026, and February 25, 2026.

After interview of proposers, review of proposer scores and final discussion between the panel members, CRMP staff determined it is in the best interest of CRMP to proceed with awarding of the grants management system services contract in the approximate amount of \$690,000 over a three year period, to be awarded to Concourse Tech Inc., based on CRMP’s completed review of proposer scores and discussion between panel members. The scoring sheet reflecting such analysis is as follows:

Scoring Categories Weighted Values								
Grant Management System	Core System Features	Governance & Controls	Data Migration	System Integration Support	Trainings	Pricing	Others	IT
0.2	0.15	0.08	0.1	0.1	0.07	0.15	0.05	0.1

BDO										
	Grant Management System	Core System Features	Governance & Controls	Data Migration	System Integration Support	Trainings	Pricing	Others	IT	
Total	5.83	13.17	1.00	1.83	2.00	5.00	4.00	5.50	1.00	
Weighted	1.17	1.98	0.08	0.18	0.20	0.35	0.60	0.28	0.10	4.93
Rank	3	3	3	3	3	3	3	3	3	

Concourse Tech										
	Grant Management System	Core System Features	Governance & Controls	Data Migration	System Integration Support	Trainings	Pricing	Others	IT	
Total	13.20	34.50	7.00	2.17	9.60	8.67	6.80	10.00	17.00	
Weighted	2.64	5.18	0.56	0.22	0.96	0.61	1.02	0.50	1.70	13.38
Rank	1	1	1	1	1	1	1	1	1	

Fluxlabs										
	Grant Management System	Core System Features	Governance & Controls	Data Migration	System Integration Support	Trainings	Pricing	Others	IT	
Total	10.20	25.83	3.20	2.00	8.60	7.50	6.00	8.67	6.00	
Weighted	2.04	3.88	0.26	0.20	0.86	0.53	0.90	0.43	0.60	9.69
Rank	2	2	2	2	2	2	2	2	2	

Contract payments will be made under CRMP-issued work orders and will be paid at the rate(s) specified in the RFP-Q (unless CRMP agrees to a fixed fee for a project).

Recommendation:

Approve staff's recommendation to authorize executive director Janiele Maffei to negotiate and execute the contract with Concourse Tech Inc. as the proposal in the best interest of the CRMP, utilizing the terms and conditions specified in the RFP-Q subject to minor confirming and clarifying changes acceptable to the Executive Director and Counsel for CRMP.

**CALIFORNIA RESIDENTIAL MITIGATION PROGRAM
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____, 20__ by and between the California Residential Mitigation Program, a public agency organized and operating under the laws of the State of California ("CRMP"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). CRMP and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. CRMP is a public agency of the State of California and is in need of professional services for the following project:

Grant management system for statewide incentive program

(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for CRMP to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the CRMP with the services described in the Scope of Services attached hereto as Attachment "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the CRMP shall pay for such services in accordance with the Schedule of Charges set forth in Attachment "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____. This amount is to cover all printing and

related costs, and the CRMP will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the CRMP, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the CRMP by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the CRMP and executed by both Parties before performance of such services, or the CRMP will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by CRMP.

5. Time of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the CRMP to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within _____. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither CRMP nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the CRMP, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a CRMP Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from the CRMP, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the CRMP to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the CRMP, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the CRMP, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of CRMP. No employee or agent of Consultant shall become an employee of CRMP. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from CRMP as herein provided.

11. Insurance. Consultant shall not commence work for the CRMP until it has provided evidence satisfactory to the CRMP it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the CRMP.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give CRMP, its officials, officers, employees, agents and CRMP designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the CRMP, and provided that such deductibles shall not apply to the CRMP as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the CRMP.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give CRMP, its officials, officers, employees, agents and CRMP designated volunteers additional insured status.

(iv) Subject to written approval by the CRMP, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the CRMP as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the CRMP and in an amount indicated herein.

This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the CRMP evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the CRMP at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the

Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the CRMP at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the CRMP or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the CRMP, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against CRMP, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the CRMP and shall not preclude the CRMP from taking such other actions available to the CRMP under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the CRMP, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the CRMP, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CRMP has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CRMP will be promptly reimbursed by Consultant or CRMP will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CRMP may cancel this Agreement.

(iii) The CRMP may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the CRMP nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the CRMP that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the CRMP as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, CRMP may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of CRMP's choosing), indemnify and hold the CRMP, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the CRMP, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the CRMP, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered

Consultant caused delay and shall not be compensable by the CRMP. Consultant shall defend, indemnify and hold the CRMP, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Sacramento.

18. Termination or Abandonment

a. CRMP has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, CRMP shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. CRMP shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by CRMP and Consultant of the portion of such task completed but not paid prior to said termination. CRMP shall not be liable

for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to CRMP only in the event of substantial failure by CRMP to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the Services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the Services or authorized Additional Services ("Consultant Work Product") shall belong to and be subject to the sole ownership and use of CRMP.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the CRMP.

c. During the course of the performance of this Agreement, Consultant may receive written or verbal information from CRMP, its representatives or agents, not in the public domain. Such information may include CRMP's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to CRMP. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of CRMP. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify CRMP of such fact to allow CRMP to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

20. Organization

Consultant shall assign _____ as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the CRMP.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CRMP:

California Residential Mitigation Program
400 Capitol Mall, Suite 1200
Sacramento, CA 95814

Attn: Chief Mitigation Officer Attn: Managing
Director

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the CRMP and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of CRMP and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of CRMP. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. CRMP's Right to Employ Other Consultants

CRMP reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CRMP shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of CRMP, during the term of his or her service with CRMP, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Additional documents The additional documents set forth in Exhibit "D" shall be executed by Consultant concurrently with this Agreement and shall be deemed incorporated herein by reference as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN CALIFORNIA RESIDENTIAL MITIGATION PROGRAM
AND ____**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

California Residential Mitigation Program

[**CONSULTANT'S NAME**]

By: _____
Janiele Maffei
Chief Mitigation Officer

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
[INSERT TITLE]

Attachment A:
Scope of Services

A. Grant Management System

Deliver a grant management system that supports all phases of CRMP's retrofit program workflow, from initial setup through final financial review:

1. Program and Contractor Setup (Contractor/Design Professional Registration, Contractor Training, Grant Program Creation and Opening)
2. Program Registration and Acceptance (Homeowner Registration, Grant Program Selection and Acceptance)
3. Pre-Retrofit Stage (Income Verification, Estimates and Contractor Selection, Documentation Submission, Mitigation Reviews, Submissions to Grantees/Grantors, Review and Approval)
4. Post-Retrofit Stage (Documentation Submission, Mitigation Review)
5. Mitigation Review Stage (Mitigation Approvals)
6. Financial Review Stage (Financial Review and Payment)

B. Core System Features

The system must include these key features and functionalities necessary to support effective program management:

1. Retrofit Project Module
2. Project Tracking
3. Contractor Management
4. Homeowner Dashboard
5. Contractor Dashboard
6. Real-Time Data Sync
7. Integration with External/ Internal Systems

8. Automated Project Notifications
9. Retrofit Project Workflow
10. Data Integration with Financial Systems
11. Project Documentation Storage
12. Data Encryption and Security Protocols
13. Administrator Dashboard
14. Retrofit Project Reports
15. Comprehensive Audit Trail

C. Data Migration

Facilitate the migration of historical program data into the new system.

D. System Integration Support

Support and enable integration with other relevant software, government entities, platforms, or APIs as required.

E. Training

Provide system training tailored to the roles and responsibilities of the following CRMP internal resources:

1. IT personnel
2. Administrators
3. End users

F. System Configuration and Launch

Support the initial setup and configuration of the grant management system.

G. Ongoing Support Services

Provide ongoing technical and administrative support to ensure continued system performance and alignment with CRMP objectives.

Attachment B:

Schedule of Charges/Payments/Fees and Expense Structure

Consultant will invoice CRMP on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform CRMP regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Attachment C:
Activity Schedule

Attachment D:

Additional Documents

[the following submitted with Consultant's Proposal shall be inserted herein, subject to agreed modifications: a thorough description of the proposer's business continuity plan (or a separate attachment of the proposer's written business continuity plan), describing the proposer's plan for protecting CRMP and project-related data and maintaining a continuity of business operations and services following natural or human-caused emergencies or disasters; and a thorough description of the proposer's business continuity plan (or a separate attachment of the proposer's written business continuity plan), describing the proposer's plan for protecting California Earthquake Authority and California Governor's Office of Emergency Services, and project-related data and maintaining a continuity of business operations and services following natural or human-caused emergencies or disasters.]

Approved Subcontractor(s)

EXHIBIT "B"

Drug-Free Workplace Certification

The Contractor hereby certifies its compliance with California Government Code Section 8355 to provide a drug-free workplace, and that the Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, by Government Code Section 8355, subdivision (a)
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355, subdivision (b).
 - 1) The dangers of drug abuse in the workplace;
 - 2) The organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs; and
 - 4) The Penalties that can be imposed on employees for drug abuse violations.
3. Provide as required by Government Code Section 8355, subdivision (c), that every employee who has duties or responsibilities relating to this Agreement:
 - 1) Will receive a copy of the company's drug-free statement, and
 - 2) Will agree to abide by the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Contractor's Authorized Signature

Title:

Date Executed:

In the County of:

Federal Identification Number:

EXHIBIT "C"

Information Security and Privacy Requirements

Access Control

1. Limit access to authorized users, processes acting on behalf of authorized users, and devices (including other systems).
2. Limit system access to the types of transactions and functions that authorized users are permitted to execute.
3. Control the flow of information in accordance with approved authorizations.
4. Separate the duties of individuals to reduce the risk of malevolent activity without collusion.
5. Employ the principle of least privilege, including for specific security functions and privileged accounts.
6. Use non-privileged accounts or roles when accessing non-security functions.
7. Prevent non-privileged users from executing privileged functions and capture the execution of such functions in audit logs.
8. Limit unsuccessful logon attempts.
9. Provide privacy and security notices consistent with applicable information rules.
10. Use session lock with pattern-hiding displays to prevent access and viewing of data after a period of inactivity.
11. Terminate (automatically) a user session after a defined condition.
12. Monitor and control remote access sessions.
13. Employ cryptographic mechanisms to protect the confidentiality of remote access sessions.
14. Route remote access via managed access control points.
15. Authorize remote execution of privileged commands and remote access to security relevant information.
16. Authorize wireless access prior to allowing such connections.
17. Protect wireless access using authentication and encryption.
18. Control connection of mobile devices.
19. Encrypt information on mobile devices and mobile computing platforms
20. Verify and control / limit connectors to and use of external systems.
21. Limit use of portable storage devices on external systems.
22. Control information posted or processed on publicly accessible systems.

Awareness and Training

1. Ensure that managers, systems administrators, and users of organizational systems are made aware of the security risks associated with their activities and of the applicable policies, standards, and procedures related to the security of those systems.
2. Ensure that personnel are trained to carry out their assigned information security related duties and responsibilities.
3. Provide security awareness training on recognizing and reporting potential indicators of insider threat.

Audit and Accountability

1. Create and retain system audit logs and records to the extent needed to enable the monitoring, analysis, investigation, and reporting of unlawful or unauthorized system activity.
2. Ensure that the actions of individual system users can be uniquely traced to those users so they can be held accountable for their actions.
3. Review and updated logged events.
4. Alert in the event of an audit logging process failure.
5. Correlate audit record review, analysis, and reporting processes for investigation and response to indications of unlawful, unauthorized, suspicious, or unusual activity.
6. Provide audit record reduction and report generation to support on-demand analysis and reporting.
7. Provide a system capability that compares and synchronizes internal system clocks with an authoritative source to generate time stamps for audit records.
8. Protect audit information and audit logging tools from unauthorized access, modification, and deletion.
9. Limit management of audit logging functionality to a subset of privileged users.

Configuration Management

1. Establish and maintain baseline configurations and inventories of organizational systems (including hardware, software, firmware, and documentation) throughout the respective system development life cycles.
2. Establish and enforce security configuration settings for information technology products employed in organizational systems.
3. Track, review, approve or disapprove, and log changes to organizational systems.

4. Analyze the security impact of changes prior to implementation.
5. Define, document, approve, and enforce physical and logical access restrictions associated with changes to the organizational systems.
6. Employ the principle of least functionality by configuring organizational systems to provide only essential capabilities.
7. Restrict, disable, or prevent the use of nonessential programs, functions, ports, protocols, and services.
8. Apply deny-by-exception (blacklisting) policy to prevent the use of unauthorized software or deny-all, permit-by-exception (whitelisting) policy to allow for the execution of authorized software.
9. Control and monitor user-installed software.

Identification and Authentication

1. Identify system users, processes acting on behalf of users, and devices.
2. Authenticate (or verify) the identities of users, processes, or devices, as a prerequisite to allowing access to organizational systems.
3. Use multifactor authentication (MFA) for local and network access to privileged accounts and for network access to nonprivileged accounts.
4. Employ replay-resistant authentication mechanisms for network access to privileged and non-privileged accounts.
5. Prevent reuse of identifiers for a defined period.
6. Disable identifiers after a defined period of inactivity.
7. Enforce a passphrase (minimum 16 characters) or minimum password complexity and change of characters when new passwords are created.
8. Prohibit password reuse for a specified number of generations.
9. Allow temporary password use for systems logons with an immediate change to permanent password.
10. Store and transmit only cryptographically protected passphrases/passwords.
11. Obscure feedback of authentication information.

Incident Response

1. Establish an operational incident-handling capability for organizational systems that includes preparation, detection, analysis, containment, recovery, and user response activities.
2. Track, document, and report incidents to designated officials and/or authorities both internal and external to the organization.
3. Test the organizational incident response capability.

Maintenance

1. Perform maintenance on organizational systems.

2. Implement controls on the tools, techniques, mechanisms, and personnel used to conduct system maintenance
3. Ensure equipment removed for off-site maintenance is sanitized of any information.
4. Check media containing diagnostic and test programs for malicious code before the media are used in organizational systems.
5. Require multifactor authentication to establish nonlocal maintenance sessions via external network connections and terminate such connections when nonlocal maintenance is complete.
6. Supervise the maintenance activities of maintenance personnel without required access authorization.

Media Protection

1. Protect (i.e., physically control and securely store) system media containing information, both paper and digital.
2. Limit access to information on system media to authorized users.
3. Sanitize or destroy system media containing information before disposal or release for reuse.
4. Mark media with necessary information markings and distribution limitations.
5. Control access to media containing information and maintain accountability for media during transport outside of controlled areas.
6. Implement cryptographic mechanisms to protect the confidentiality of information stored on digital media during transport unless otherwise protected by alternative physical safeguards.
7. Control the use of removable media on system components.
8. Prohibit the use of portable storage devices when such devices have no identifiable owner.
9. Protect the confidentiality of backup information at storage locations.

Personnel Security

1. Screen individuals prior to authorizing access to organizational systems containing information.
2. Ensure that organizational systems containing information are protected during and after personnel actions such as terminations and transfers.

Physical Protection

1. Limit physical access to organizational systems, equipment, and the respective operating environments to authorized individuals.

2. Protect and monitor the physical facility and support infrastructure for organizational systems.
3. Escort visitors and monitor visitor activity.
4. Maintain audit logs of physical access.
5. Control and manage physical access devices.
6. Enforce safeguarding measures for information at alternate work sites.

Risk Assessment

1. Periodically assess the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals, resulting from the operation of organizational systems and the associated processing, storage, or transmission of information.
2. Scan for vulnerabilities in organizational systems and applications periodically and when new vulnerabilities affecting those systems and applications are identified.
3. Remediate vulnerabilities in accordance with risk assessments.

Security Assessment

1. Periodically assess the security controls in organizational systems to determine if the controls are effective in their application.
2. Develop and implement plans of action designed to correct deficiencies and reduce or eliminate vulnerabilities in organizational systems.
3. Monitor security controls on an ongoing basis to ensure the continued effectiveness of the controls.
4. Develop, document, and periodically update system security plans that describe system boundaries, system environments of operation, how security requirements are implemented, and the relationships with or connections to other systems.

System and Communications Protection

1. Monitor, control, and protect communications (i.e., information transmitted or received by organizational systems) at the external boundaries and key internal boundaries of organizational systems.
2. Employ architectural designs, software development techniques, and systems engineering principles that promote effective information security within organizational systems.
3. Separate user functionality from system management functionality.
4. Prevent unauthorized and unintended information transfer via shared system resources.

5. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
6. Deny network communications traffic by default and allow network communications traffic by exception (i.e., deny all, permit by exception).
7. Prevent remote devices from simultaneously establishing non-remote connections with organizational systems and communicating via some other connection to resources in external networks (i.e., split tunneling).
8. Implement cryptographic mechanisms to prevent unauthorized disclosure of information during transmission unless otherwise protected by alternative physical safeguards.
9. Terminate network connections associated with communications sessions at the end of the sessions or after a defined period of inactivity.
10. Establish and manage cryptographic keys for cryptography employed in organizational systems.
11. Employ FIPS-validated cryptography when used to protect the confidentiality of information.
12. Prohibit remote activation of collaborative computing devices and provide indication of devices in use to users present at the device.
13. Control and monitor the use of mobile code.
14. Control and monitor the use of Voice over Internet Protocol (VoIP) technologies.
15. Protect the authenticity of communications sessions.
16. Protect the confidentiality of information at rest.

System and Information Integrity

1. Identify, report, and correct system flaws in a timely manner.
2. Provide protection from malicious code at designated locations within organizational systems.
3. Monitor system security alerts and advisories and take action in response.
4. Update malicious code protection mechanisms when new releases are available.
5. Perform periodic scans of organizational systems and real-time scans of files from external sources as files are downloaded, opened, or executed.
6. Monitor organizational systems, including inbound and outbound communications traffic, to detect attacks and indicators of potential attacks.
7. Identify unauthorized use of organizational systems.