

Execution Copy

CASE - 355408

**MICHIGAN STRATEGIC FUND
PROFESSIONAL SERVICES CONTRACT WITH
ICF, L.L.C.**

The Michigan Strategic Fund (the “MSF”) enters into a binding agreement for professional services (the “Agreement”) with ICF Incorporated, L.L.C. (the “Contractor”). The MSF and Contractor shall sometimes be referred in this Agreement individually as a “Party” or collectively as “Parties.”

Contractor: ICF Incorporated, L.L.C.
9300 Lee Highway
Fairfax, Virginia, 22031

I. NATURE OF SERVICES

Contractor will provide services and deliverables required to develop, submit to, and receive final approval by the Department of Housing and Urban Development (“HUD”) an actionable, effective, and compliant Action Plan and Mitigation plan associated with the dam collapse along the Tittabawassee River encompassing Gladwin, Midland, and Saginaw Counties.

II. PERFORMANCE SCHEDULE

Starting Date: June 16, 2022

Ending Date: June 16, 2024

The term of this Agreement (the “Term”) shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(J) of this Agreement.

III. COMPENSATION INFORMATION

- A) The MSF agrees to pay Contractor an amount not to exceed Seven Hundred Seventy Seven Thousand Nine Hundred Ninety Dollars (\$777,990) during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the MSF to Contractor upon receipt and approval by the Contract Manager, as identified in Section IV, of Contractor's billing statement(s) stating that the work for which payment is requested has been appropriately performed. Contractor shall provide Contractor's billing statement(s) to Contract Manager or at Contract Manager's direction on a monthly basis. Contract Manager shall provide Contractor with appropriate submission instructions of Contractor's billing statement(s).

Execution Copy

- C) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Contract Manager and the Contractor after the Agreement has been signed and accepted by both the Contractor and the MSF. Invoices deemed to be in good order and approved by the Contract Manager will be paid Net 30 days from date of invoice.
- D) Public Act 533 of 2004 requires that payments under this Agreement be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).
- E) Changes in the budget, including reallocation of funds between tasks, will be allowed only upon prior review and written approval by the Contract Manager.
- F) Contractor's billing statement(s) may be subject to a final audit prior to the release of final payment.

IV. MSF CONTRACT MANAGER

The Michigan Economic Development Corporation (the "MEDC") provides administrative services to the MSF. Contractor should communicate with the following MEDC representative or designee regarding this Agreement:

Christine Whitz (the "Contract Manager")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
whitzc@michigan.org

V. TERMS AND CONDITIONS

A) **Contractor Duties**

Contractor agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

B) **Independent Contractor**

Contractor will act as an independent contractor under this Agreement, and neither Contractor nor any employee or agent or contract personnel of Contractor is, or shall be deemed to be, an employee of the MSF due to this Agreement and the relationship between Contractor and MSF. In its capacity as an independent contractor, Contractor agrees to and represents the following:

Execution Copy

- (i) Contractor will provide the services under this Agreement free from the direction or control of the MSF or the MEDC as to means, manners, and methods of performance;
- (ii) Contractor has the right, and does fully intend, to perform services for third parties during the Term;
- (iii) Contractor acknowledges that any work product developed by Contractor in performance of this Agreement shall be the sole property of the MSF and the MSF shall have the right to copyright or otherwise protect its rights in and ownership of the work product;
- (iv) The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and the MSF or the MEDC shall not hire, supervise, or pay any assistants to help Contractor;
- (v) Neither Contractor nor Contractor's employees or contract personnel shall receive any training from the MSF or the MEDC in the professional skills necessary to perform the services required by this Agreement;
- (vi) Neither Contractor nor Contractor's employees or contract personnel shall be required by the MSF or the MEDC to devote full time to the performance of the services required by this Agreement; and
- (vii) Contractor does not receive the majority of its annual compensation from the MSF or the MEDC.

The Parties acknowledge and agree that the MSF is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

C) Permits and Licenses

Contractor declares that Contractor has complied with all federal, state and local laws requiring any business permits, certificates or licenses required to carry out the services to be performed under this Agreement, and Contractor will maintain those permits, certificates, and/or licenses throughout the Term.

D) Materials

Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

Execution Copy

E) State and Federal Taxes

The MSF and the MEDC will not:

- (i) Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf; or
- (ii) Make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state, federal, or local income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including, but not limited to, all applicable income taxes. If requested by the MSF or the MEDC, Contractor shall provide proof that such payments have been made.

F) Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the MSF or the MEDC.

G) Workers' Compensation

The MSF or the MEDC shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor shall cover those employees with workers' compensation insurance and shall maintain such insurance during the Term. The MSF or the MEDC may, in its discretion, require Contractor to provide evidence of such coverage.

H) Unemployment Compensation

The MSF or the MEDC shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by the MSF under this Agreement.

I) Access to Records

During the Term, and for seven (7) years after the Ending Date, Contractor shall maintain reasonable records, including evidence that the requested services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MSF, the MEDC or their authorized

Execution Copy

representative at any time during this period.

J) Termination

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination.

The MSF may immediately terminate this Agreement upon written notice to Contractor if Contractor materially breaches its obligations under this Agreement or engages in any conduct which the MSF, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the MSF's reputation or interests. Should the MSF identify a material breach of the Agreement, ICF shall have ten (10) days to cure any breach prior to the termination of the Agreement. In addition, the MSF may immediately terminate this Agreement upon written notice to Contractor, without further liability to the MSF or the State, its departments, agencies, and employees, if Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the MSF, reflects on Contractor's business integrity.

Contractor acknowledges that MSF's performance of its payment obligation is dependent upon the continued approval of funding and/or the MSF's continued receipt of State funding. In the event that the State Legislature, the State Government or any State official, public body corporate, commission, authority, body or employees, including the MSF:

- (i) takes any action which fails to provide, terminates or reduces the funding that is related to the source of funding for this Agreement; or
- (ii) takes any action that is unrelated to the source of funding for this Agreement, but affects the MSF's ability to perform obligations under this Agreement, the MSF may terminate this Agreement by providing thirty (30) calendar days notice prior to the effective date of cancellation. In the event, however, that the action of the State Legislature, the State of Michigan or MSF results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of notice to the Contractor. In the event of immediate termination of funding, the MSF will make payment through the effective date of termination for any undisputed services rendered and expenses incurred.

The MSF shall have no obligation to Contractor for any fees or other payments

Execution Copy

incurred in connection with this Agreement after the effective date of termination. Upon termination, all work product prepared or produced by Contractor pursuant to this Agreement shall be immediately delivered to the MSF. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the MSF.

K) MEDC and MSF Employees

Contractor will not hire any employee of the MEDC or MSF to perform any services covered by this Agreement without prior written approval from the Chief Executive Officer of the MEDC or President of the MSF.

L) Confidential Information

Except as required by law, Contractor shall not use or disclose, either before, during or after the Term, any proprietary or confidential information, including, but not limited to, applications, business bids, business plans, economic development analyses, computer programs, databases and all materials furnished to Contractor by the MSF or the MEDC (collectively, "Confidential Information") without the prior written consent of the MSF or the MEDC, except to the extent necessary to perform services on the MSF or MEDC's behalf. Confidential Information does not include:

- (i) information obtained by Contractor from third party sources;
- (ii) that is already in the possession of, or is independently developed by, Contractor;
- (iii) that becomes publicly available other than through breach of this subsection; or
- (iv) is released with the prior written consent of the governmental entity or entities that provided the Confidential Information to Contractor.

Contractor acknowledges that all information provided by the MSF or the MEDC in connection with Contractor's duties under this Agreement shall be treated as Confidential Information unless otherwise stated in this subsection.

M) Conflict of Interest

Except as has been disclosed to the MSF or the MEDC, Contractor affirms that neither the Contractor nor its affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Execution Copy

Contractor further affirms that neither Contractor nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the MSF or the MEDC would be influenced. Contractor shall not attempt to influence any MEDC or MSF employee by the direct or indirect offer of anything of value. Contractor also affirms that neither Contractor nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or its affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a change in either the interests or services under this Agreement, Contractor will inform the MSF or the MEDC regarding possible conflicts of interest that may arise as a result of such change. Contractor agrees that conflicts of interest shall be resolved to the MSF's or the MEDC's satisfaction or the MSF may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

N) Representations of Contractor

Contractor affirms to the best of its knowledge that it or its owners:

- (i) do not have any criminal convictions;
- (ii) are not subjects of any pending criminal investigation;
- (iii) are not subjects of any past, present or pending investigations by the Internal Revenue Service or any other federal, state, local taxing authority, or court;
- (iv) are not subjects of any past, pending or present litigation regarding its conduct; and
- (v) are not in material default or breach of any contract or agreement that it may have with the State of Michigan, the MSF or any other public body.

Contractor further represents and warrants that it has not been a party to any contract with the State, the MSF or other public body that was terminated within the previous five (5) years due to the Contractor's failure to perform or otherwise breached an obligation of such contract.

O) State of Michigan Competitors

Any information or knowledge Contractor gains during the course of this Agreement concerning the economic development efforts of the State of Michigan, the MSF, the MEDC or the business conditions or business community in Michigan shall not be disclosed to any public or private party, sovereign authority or foreign government,

Execution Copy

during the Term and for a period of two (2) years after the later of the Ending Date, the effective date of termination of this Agreement or so long as any information remains confidential pursuant to any contract, law, treaty, resolution or other enforceable promise.

P) Irreparable Injury

Contractor acknowledges that if it breaches any of its obligations under subsections L or O, it will cause damages of an irreparable and continuing nature to the MSF, for which money damages alone will not provide adequate relief. Therefore, in addition to all appropriate monetary damages, the MSF is entitled to obtain injunctive relief, including, but not limited to, a temporary restraining order to prohibit the Contractor's continuing breach. The MSF shall have the right to obtain such relief without having to post any bond or other surety.

Q) Indemnification and Contractor Liability Insurance

Contractor shall indemnify, defend, and hold harmless the MSF, its Board and its employees, and the MEDC, its Executive Committee, its Corporate Board of Directors, and its employees (the "Indemnified Parties") from any and all third party liability arising directly out of and caused by Contractor's willful misconduct in the performance under this Agreement, including any liability resulting from negligent acts of Contractor's employees or agents.

In no event shall either Party be liable to the other for any special, incidental, or consequential damages, arising from breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory as a result of this Agreement, even if a Party has been advised of the possibility of such damages. Such damages include, but are not limited to, loss of profits or revenue, cost of capital, overhead costs, costs of any substitute services or claims of customers of the MSF for any such damages.

Contractor shall purchase and maintain such insurance to protect and shall include the Indemnified Parties as additional insureds from claims that might arise out of or as a result of Contractor's operations. Contractor will provide and maintain its own Professional Liability/errors and omissions liability insurance for Contractor's indemnification obligation under this Agreement. The insurance shall be written for not less than One Million Dollars (\$1,000,000) per claim of coverage.

R) Total Agreement

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written

Execution Copy

agreement signed by the Parties.

S) Assignment/Transfer/Subcontracting

Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MSF. Contractor agrees that any of Contractor's future successors or subcontractors will be bound by the provisions of this Agreement, unless the MSF otherwise agrees in a specific written consent. The MSF reserves the right to approve subcontractors for this Agreement and to require Contractor to replace subcontractors who are found to be unacceptable to the MSF or the MEDC.

T) Non-Discrimination and Unfair Labor Practices

In connection with this Agreement, the Company agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Company further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Pursuant to 1980 PA 278, State Contracts with Certain Employees Prohibited Act (the "Act"), MCL 423.321 *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled by the United States National Labor Relations Board. Contractor, in relation to this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears on this register. Pursuant to section 4 of the Act, the MSF may void this Agreement if, after the Starting Date, the name of the Contractor as an employer or the name of the subcontractor, manufacturer or supplier of Contractor appears on the register.

A breach of this subsection constitutes a material breach of this Agreement.

U) Jurisdiction

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this

Execution Copy

Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan, USA. By signing this Agreement, Contractor acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Contractor resides, in or outside of the United States.

V) **Compliance with Laws**

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the services under this Agreement.

W) **No Partnership or Agency Relationship**

This Agreement does not create a partnership relationship. Further, neither Contractor nor Contractor's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State of Michigan, the MSF or the MEDC nor shall they have any authority to take any action or enter into any agreement on behalf of the State of Michigan, the MSF or the MEDC.

X) **No Third Party Beneficiaries**

There are no expressed or implied third party beneficiaries to this Agreement.

Y) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

Z) **Reimbursement**

If this Agreement is terminated as a result of the misuse of funds as reasonably determined by the MSF, MSF shall have no further obligation to make any payments to Contractor. Furthermore, Contractor shall reimburse MSF for payments which were expended for purposes other than those described in this Agreement, as well as any funds that were previously disbursed under this Agreement but not yet expended by Contractor.

AA) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent

Execution Copy

required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

BB) Publicity

At the request and expense of the MSF or the MEDC, the Contractor will cooperate with the MSF or the MEDC to promote the Scope of Work through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

CC) Survival

The terms and conditions of sections III, V(B), V(E), V(F), V(G), V(H), V(I), V(L), V(O), V(P), V(Q), V(S), V(U), V(W), V(X), V(Z) and V(AA) shall survive termination of this Agreement.

(remainder of page intentionally left blank)

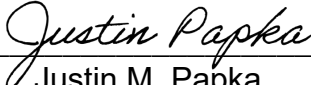
Execution Copy

The signatories below warrant that they are empowered to enter into this Agreement.

CONTRACTOR ACCEPTANCE:

ICF Incorporated, L.L.C.

Dated: June 16, 2022


By: Justin M. Papka
Its: Contracts Manager

MSF ACCEPTANCE:

Michigan Strategic Fund

Dated: 6/16/2022

DocuSigned by:

By: Valerie Hoag
Its: Fund Manager

EXHIBIT A

Budget

| Labor Detail | Task 1 Pre-Award Regulatory Support | | | Task 2 Community Development Block Grant-Distater Recovery (CDBG-DR) Action Plan and Certifications | | Task 3 Certification and Implementation Plan | | Task 4 Community and Stakeholder Engagement | | Task 5 Assessment of Administrative Capacity | | Task 6 Project Management and Coordination | | Total | | |
|---|-------------------------------------|------|------------|---|--------------|--|------------|---|--------------|--|------------|--|--------------|------------------|--------------|------------------|
| | Labor Category | Rate | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars | Hours | Dollars |
| Project Manager | \$175.00 | | 30 | \$5,250 | 150 | \$26,250 | 18 | \$2,800 | 30 | \$5,250 | 35 | \$6,125 | 216 | \$37,800 | 477 | \$83,475 |
| Action Plan & Administrative Capacity Lead | \$155.00 | | - | | 290 | \$44,950 | 23 | \$3,565 | - | | - | | 216 | \$33,480 | 529 | \$81,995 |
| Training and Pre-award Regulatory Lead | \$155.00 | | 100 | \$15,500 | - | | - | | - | | 180 | \$27,900 | 216 | \$33,480 | 496 | \$76,880 |
| Community and Stakeholder Engagement Lead | \$170.00 | | - | | - | | - | | 200 | \$34,000 | - | | 216 | \$36,720 | 416 | \$70,720 |
| Action Plan and Administrative Capacity Support | \$145.00 | | - | | 300 | \$43,500 | 53 | \$8,745 | 10 | \$1,650 | - | | 78 | \$12,870 | 441 | \$72,765 |
| Training and Pre-award Regulatory Support | \$165.00 | | 60 | \$9,900 | - | | - | | 10 | \$1,650 | 60 | \$9,900 | 78 | \$12,870 | 208 | \$34,520 |
| Community and Stakeholder Engagement I | \$105.00 | | - | | - | | - | | 1,311 | \$137,655 | - | | - | | 1,311 | \$137,655 |
| Community and Stakeholder Engagement II | \$150.00 | | - | | - | | - | | 302 | \$45,300 | - | | - | | 302 | \$45,300 |
| Subject Matter Expert I | \$120.00 | | - | | 40 | \$4,800 | 40 | \$4,800 | - | | 60 | \$7,200 | - | | 140 | \$16,800 |
| Subject Matter Expert II | \$150.00 | | - | | 180 | \$27,000 | - | | - | | 80 | \$12,000 | - | | 260 | \$39,000 |
| Subject Matter Expert III | \$195.00 | | - | | 140 | \$27,300 | - | | 10 | \$1,950 | 40 | \$7,800 | - | | 190 | \$37,050 |
| Analyst | \$90.00 | | 10 | \$900 | 180 | \$16,200 | 24 | \$2,160 | - | | - | | 60 | \$5,400 | 274 | \$24,660 |
| Total Labor | | | 260 | \$31,550 | 1,280 | \$196,000 | 156 | \$22,070 | 1,873 | \$273,455 | 455 | \$70,925 | 1,080 | \$177,950 | 5,044 | \$720,620 |
| Other Direct Costs | | | | | | | | | | \$44,145 | | | | | | \$44,145 |
| Travel | | | | \$3,083 | | \$3,319 | | | | \$1,489 | | | | \$5,336 | | \$13,525 |
| Total Proposed Time & Materials | | | 260 | \$34,633 | 1,280 | \$199,319 | 156 | \$22,070 | 1,873 | \$275,039 | 455 | \$70,925 | 1,080 | \$177,950 | 5,044 | \$777,990 |

Contractor allowed to reallocate funds between Labor Categories as needed.

Task 1: Pre-award Regulatory Support and Task 2: Community Development Block Grant Action Plan and Certifications

| Deliverables |
|---|
| Provide a Public Action Plan development work plan and timeline |
| Provide a summary of the FRN (and other HUD guidance) in English and Spanish and other languages if deemed necessary |
| Provide an updated Public Action Plan development work plan and timeline pursuant to any new and applicable information in the FRNs |
| Draft the unmet needs assessment |
| Draft the mitigation needs assessment |
| Draft the program design for unmet recovery and mitigation programs that is responsive to the needs assessment and all funding requirements |
| Complete a draft Public Action Plan for MEDC review |
| Pursuant to timelines required to meet the submission deadline published in the authorizing FRN, provide the final draft Public Action Plan incorporating MEDC comments for public comment in English, Spanish, and other required languages, ensuring all documents meet the Americans with Disabilities Act (ADA) accessibility standards pursuant to Section 504 and 508 of the Rehabilitation Act <i>Note: ICF will meet HUD extended timelines as described in this proposal.</i> |
| Pursuant to the timelines identified in the applicable FRN, provide the final Public Action Plan (with public comment incorporated) packaged for delivery to HUD <i>Note: ICF will meet the HUD extended timeline and ensure the Public Action Plan is delivered in DRGR per the FRN requirements.</i> |
| Finalize the document(s), incorporating HUD comments |
| Provide the final approved Public Action Plan for posting on the website in English and Spanish (and other languages if determined necessary) |

Task 3: Certifications and Proficient Controls

| Deliverables |
|---|
| Draft Certifications of Proficient Controls and implementation plan package(s) |
| Final Certifications of Proficient Controls and implementation plan package(s) to submit to HUD |

Task 4: Community and Stakeholder Engagement

| Deliverable |
|--|
| Provide a four-step LEP process for each impacted jurisdiction to determine what (if any) languages other than English and Spanish will be needed for all meetings and documents |
| Compile list of key organizations by county active in disaster recovery and mitigation |
| Host stakeholder and public meetings in each impacted county and/or individual impacted jurisdiction |
| Deliver on-demand communications and messaging support, including the development of engagement materials |
| Establish a coordination team and stakeholder list |
| Provide on-demand logistical support and facilitation of meetings |

Task 5: Assessment of Administrative Capacity

| Deliverable |
|---|
| Issue reports (at a minimum, one for each unit of local government) pending method of distribution decisions from MEDC detailing the capacity of each unit of local government to administer CDBG-DR funding and CDBG-MIT funding if separate |

Task 6: Project Management and Coordination

| Deliverable |
|---|
| Weekly project status meetings and reports |
| Work plan inclusive of tasks, deliverables, and individual(s) assigned to lead or support the completion of each item |