

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev 10/2019)

AGREEMENT NUMBER AMENDMENT NUMBER Purchasing Authority  
Number

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 PAGES 16-NDR-12631 1

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

STATE AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR NAME  
California Conservation Corps, and Sierra Nevada Conservancy

2. The term of this Agreement is:

START DATE  
10/23/2019

THROUGH END DATE  
09/30/2022

3. The maximum amount of this Agreement after this Amendment is:

\$240,000.00

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

Exhibit A section 5 scope of work is being increased for the number fences CCC will be replacing from 4 to 8 fence projects. Increase scope will require amount of funding to be increased by \$90,000.

All other terms and conditions shall remain the same.

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

CONTRACTOR

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

California Conservation Corps, and Sierra Nevada Conservancy

CONTRACTOR BUSINESS ADDRESS

1719 24th Street

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Angela Avery

TITLE

Executive Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

9/1/2020

DocuSigned by:



STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

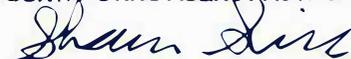
TITLE

Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

9/3/2020



CALIFORNIA DEPARTMENT OF GENERAL SERVICE APPROVAL

EXEMPTION (If Applicable)

Exempt per: SCM Vol. 1 4.04. A.3 (DGS memo date 6/12/81)

## EXHIBIT A

### RECITALS, AUTHORITY, PURPOSE AND SCOPE OF WORK

#### RECITALS

On June 22, 2015, U. S. Department of Housing and Urban Development (“HUD”) Secretary Julián Castro invited California and 39 other states and communities to compete in the second and final phase of the National Disaster Resilience Competition (“NDRC”). These finalists, representing areas that experienced a presidentially-declared major disaster in 2011, 2012 and/or 2013, competed for a portion of almost \$1 billion in funding for disaster recovery and long-term community resilience.

The CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“HCD” or “Department”) submitted an NDRC application to HUD on behalf of the State of California. This application included three (3) activities to address unmet recovery needs related to the December 13, 2013 presidentially-declared disaster known as the California Rim Fire (“DR-4158”) that occurred in Tuolumne County. In response to the NDRC Notice of Funding Availability (“NOFA”) (defined below), HCD, in conjunction with other partners, developed a program known as the Community and Watershed Resilience Program (“State Program” or “Program”). The Program has three (3) separate activities located in Tuolumne County that are interconnected. Development of the Program and associated activities requires HCD to continue working with partners identified in the NDRC application approved by HUD.

Funding for the competition is from the Community Development Block Grant-National Disaster Resilience (“CDBG-NDR”) appropriation provided by the Disaster Relief Appropriations Act, 2013 (PL 113-2), which made emergency funds available for Hurricane Sandy and other presidentially-declared disasters occurring in 2011-2013. The competition focused states’ and local jurisdictions’ efforts to prepare their communities for the impacts of climate change and to support investments in more resilient infrastructure. HCD’s NDRC application requested \$117,000,000 for two projects and one program activity, and HUD awarded \$70,359,459 on January 21, 2016. The HUD award included approximately \$19,755,000 for the development and implementation of a Community Resilience Center (“CRC”) to be carried out by Tuolumne County, \$22,000,000 for a proposed biomass utilization facility (“BUF”) project with the development and initial implementation to be administered by Sierra Nevada Conservancy (“SNC”), and \$28,604,459 for the Forest and Watershed Health Program (“FWHP”) with implementation to be administered by SNC. General administration funding not to exceed 5 percent of the total award will be allocated from within each awarded activity budget.

HUD announced the NDRC funding in a NOFA publication, attached in Exhibit E (Funding Opportunity Number: FR-5800-N-29, Opportunity Title: National Disaster Resilience Competition).

The NDRC is a response to requests for funding from states and local communities to address the unmet recovery needs, through strategic community investments for resilience, to recover from past presidentially declared disasters while improving their ability to withstand future environmental shocks and stresses.

HUD has awarded NDRC funds for innovative approaches that address unmet recovery needs from past disasters while also addressing the vulnerabilities that could put Americans in harm’s way during future disasters. The competition encourages communities to consider how they can recover from a past disaster and how to avoid and mitigate future disaster losses. Applicants (i.e., the State of California) had to link or “tie-back” their proposals to the disaster from which they were recovering, as well as demonstrate how they were reducing future risks and advancing broader community

## EXHIBIT A

development goals within their target geographic area(s).

### 1. NDRC Competition Objectives

The Competition sought to meet the following six objectives:

- A. Fairly and effectively allocate \$1 billion in CDBG-NDR funds.
- B. Create multiple examples of modern disaster recovery that apply science-based and forward-looking risk analysis to address recovery, resilience, and revitalization needs.
- C. Leave a legacy of institutionalizing, in as many states and local jurisdictions as possible, the implementation of thoughtful, sound, and resilient approaches to addressing future risks.
- D. Provide resources to help communities plan and implement disaster recovery that makes them more resilient to future extreme weather events or other shocks, while also improving quality of life for existing residents.
- E. Fully engage community stakeholders to inform them about the impacts of climate change and develop pathways to resilience based on sound science.
- F. Leverage investments from the philanthropic community to help communities define problems, set policy goals, explore options, and craft solutions to inform their own local and regional resilient recovery strategies.

These six objectives are memorialized so that all parties to this Agreement, and all parties involved with carrying out this Agreement, better understand the purpose of the NDRC funds and fully implement the intent of the NDRC.

The NDRC NOFA defined "Partner" as a state, a unit of local government, a nonprofit entity, a private developer, a financial institution, or another entity chosen by the applicant to assist the applicant in applying for funding or in carrying out a funding award or project under this NOFA, and which submits a letter of intent and signs a partnership agreement to assist in that capacity, and which may be referenced by the applicant for purposes of demonstrating additional capacity for planning, design, financing, or implementation in applying for funding under the NOFA.

As part of the NDRC application, HCD provided executed partnership letters of intent and agreements, signed by the executive of the Partner entity, demonstrating a commitment to work collaboratively throughout the entirety of the grant application and implementation process and to undertake specified actions (see Exhibit F for copy of partnership agreements of those entities receiving NDR funding for completion of project activities under this Agreement). HCD has one formal partnership for the CRC project(s) with the County of Tuolumne. HCD has four (4) separate formal partnership agreements for the FWHP with: 1) SNC; 2) the United States Forest Service ("USFS"); 3) the California Department of Forestry and Fire Protection ("CAL FIRE"); and the California Conservation Corps ("CCC"). HCD has one partnership agreement for the BUF project with SNC. HCD has a number of other partnerships with other state agencies, but those agencies will not be a party to the HCD NDR agreements.

## EXHIBIT A

These less formal partnerships with Governor's Office of Planning and Research ("OPR") and California Environmental Protection Agency ("CalEPA") continue to participate with other partners via the "Core Team". The Core Team is composed of HCD, SNC, USFS, County of Tuolumne, and CAL FIRE and may include representatives of OPR and CalEPA and oversees HCD administration and the Partner's coordination of project development to ensure that the Program becomes operational, scalable and replicable.

This Agreement supplements the partnership agreement with CCC after the HUD award of funding. This Agreement will ensure all the financial and performance requirements related to NDR project development and implementation are met.

This Agreement must be executed before implementation of CDBG-NDR project activities. Pursuant to FR-5936-N-01, Section V.A.1.g. (v), this Agreement and other associated partnership agreements require parties to comply with CDBG-NDR requirements, including requirements found in the Disaster Relief Appropriations Act, 2013 PL 113-2, Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5302, et seq.), the CDBG program federal regulations at 24 CFR part 570, FR-59-N-01 and any other applicable Federal Register notices, 2 CFR 200 requirements and commitments made in HCD's Phase 1 and Phase 2 NDRC applications.

As a condition of the State of California applying for CDBG-NDR funds, the State made certain certifications, which are shown in Exhibit F (Certifications), which involve at minimum:

- A. The State of California, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-NDR funds, certifying that such entities possess the legal authority to carry out the project activities, in accordance with all applicable federal regulations and requirements.
- B. The State of California and its Partners certifying that project activities to be administered with funds under the NDRC are consistent with the State of California's application.

HCD and HUD have entered into a federal grant agreement for CDBG-NDR funding. Under that agreement, HCD is the sole entity that will have access to HUD's Line of Credit Control System ("LOCCS") through the Disaster Recovery Grant Reporting ("DRGR") system. HCD will use DRGR to draw down CDBG-NDR funding. Under PL113-2, HCD is legally and financially accountable for the use of all funds and may not delegate or contract to any other party any inherently governmental responsibilities related to the federal grant management of the funds, such as oversight, policy development, and financial management.

CDBG-NDR regulations and requirements impose specific funding restrictions (described in Exhibit D), which apply to HCD and also to CCC under this Agreement and their subrecipients or contractors in conjunction with any NDRC project activities.

The Program is made up of three different but interrelated activities. The Program is designed to create partnerships and practices needed to support resilience in the communities and natural systems in California's upper watersheds, which provide sixty (60) percent of the State's developed water resources.

**EXHIBIT A**

**2. California's Approach: The Community & Watershed Resilience Program**

The following information describes the project activities selected for funding for the State of California's NDRC Program:

**A. Community Resilience Center (CRC)**

The development and operation of at least one CRC in Tuolumne County that will serve multiple purposes including year-round needed services, such as education and training facilities, commercial kitchen for local Meals-on-Wheels type programs, and children's services such as the Head Start program. On a limited basis, the CRC can serve as an evacuation center/emergency shelter as well as a facility for California Conservation Corps program operations. CRC location selections will include robust public participation.

**B. Biomass Utilization Facility (BUF)**

The BUF project is intended to provide options for clean disposal of unmerchantable biomass removed from the forest, clean power, and wood products facilities for repurposing any merchantable biomass. This will be a two-phase development process, with the first phase including market and feasibility analysis with site selection, preliminary engineering & design, and preliminary environmental review. The second phase includes build-out and operation of the BUF.

**C. Forest & Watershed Health Program (FWHP)**

This green infrastructure program includes restoration of forest, meadows, watersheds and rangelands within the Rim Fire burn area, as well as expansion of existing fuel breaks and the creation of one new fuel break. Given the uncertain future of drought, climate change and wildfire, FWHP activities are designed to improve forest and watershed health and resilience against further environmental disturbances.

**The foregoing Recitals are a part of this Agreement.**

## EXHIBIT A

### 1. **Authority and Purpose**

This Standard Agreement ("Agreement") provides official notification of the conditional reservation of funding made available by the federal Disaster Relief Appropriations Act, 2013 (Public Law 113-2, approved January 29, 2013) ("Appropriations Act") and awarded under the National Disaster Resilience Competition as CDBG National Disaster Resilience grants, Catalog of Federal Domestic Assistance number 14.272 – National Disaster Resilience Competition. This is a three-party agreement between HCD, the California Conservation Corps ("CCC" or "Grantee" or "Contractor"), and the Sierra Nevada Conservancy ("SNC").

HCD also administers the federal CDBG Program for non-entitlement jurisdictions ("CDBG" or "the Federal Program") pursuant to the provisions of 42 U.S. Code ("U.S.C.") Section 5301 et seq., 24 Code of Federal Regulations ("CFR") Part 570, Subpart I, and the California State CDBG Regulations, pursuant to 25 California Code of Regulations (CCR), Sections 7050 et seq. The Federal Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG - Community Development Block Grant Program.

For many years, HCD has successfully administered the federal CDBG program for non-entitlement jurisdictions, and has developed a boilerplate contract that it will use to make a CDBG-NDR award; this Agreement is built upon the HCD established non-entitlement boilerplate agreement language.

In accepting this conditional reservation of CDBG-NDR funds by executing this Agreement, CCC and SNC agree to comply with the terms and conditions of this Agreement, the representations contained in the CDBG-NDR application (the "Application"), which contains CCC's and SNC's letter of intent to be a partner and initial partnership agreement (see Exhibit F) for this funding allocation, which is incorporated herein by reference, and the requirements of the authorities cited above and any other terms and conditions imposed by HUD, HCD or the State.

### 2. **Three Party Structure**

While HCD is the Grantor and CCC is the Grantee under this Agreement, SNC is the Program Coordinator for these CDBG-NDR funds.

To that end, SNC will work directly with the Grantee to implement the Forest and Watershed Health Program, as awarded, on behalf of the Department. SNC will be the project coordinator and day-to-day program coordinator for the duration of this Agreement. SNC's Agreement with HCD, contract number 16-NDR-11311, is hereby incorporated by reference.

The Grantee, SNC, and HCD will follow all processes and procedures as set forth in this Agreement and the most recent versions of the HUD CDBG-NDR technical assistance and guidance to ensure compliance with all applicable federal statutes, regulations, guidelines and federal register notices, as the same may be amended from time to time. CCC and SNC shall also follow all HCD federal and state compliance guidance, as well as policies and procedures for administration and implementation of FWHP activities during the term of this Agreement.

### 3. **Eligible Activities and Costs**

## EXHIBIT A

CCC shall only use funds under this Agreement for eligible CDBG-NDR activities and costs as authorized under existing Section 105(a) of Title I of the Housing and Community Development Act of 1974, as amended by the Appropriations Act as well as activities specified in the NDRC NOFA, and the HUD CDBG-NDR grant agreement with HCD, and in compliance with other requirements or conditions which may be imposed by HUD from time to time. The eligible activities under this Agreement are described below in Section 5, Scope of Work.

Eligible costs for project activities under this Agreement must comply with the provisions of federal Office of Management and Budget ("OMB") regulations in 2 CFR Part 200, subpart E, as may be amended from time to time. The total amount of funds drawn during the entire Agreement term must be for actual and reasonable costs incurred according to the United States Office of Management and Budget's Uniform Guidance (issued December 26, 2013). Source documentation for all time, materials and services costs must be maintained in CCC's administration files.

Eligible costs are also defined in HUD CPD Memo 13-07. Eligible planning costs are defined in 42 U.S.C. 5305(a) (12).

The OMB Uniform Guidance will supersede requirements from OMB Circulars A-87, A-133 and A-122. OMB Uniform Guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" is located at 2 CFR Chapter I and Chapter II, Part 200. OMB Circular A-122, "Cost Principles for Non-Profit Organizations" is located at 2 CFR, Part 230.

#### **4. Meeting CDBG National Objective**

Project activity costs expended by CCC as part of implementing the activities under this Agreement will require documentation of eligible costs for the Work described in Section 5. Per the CDBG-NDR National Objective regulations, full compliance is not achieved until the project activity is completed and urgent need identified in the NDRC application is addressed by the Work as described in this Exhibit. Therefore, for each project activity funded under this Agreement, CCC must document completion of items A, B, and C in Section 5 below. This documentation is required in order to be in compliance with the National Objective requirement and to provide information on beneficiaries of the project. National Objective compliance is further outlined in Exhibit D, Section 4, of this Agreement.

#### **5. Scope of Work**

A. CCC shall perform the funded activities described in the Scope of Work (Work) below. These activities were included in the State of California's NDRC Application to HUD, which is on file with the Department of Housing and Community Development, Division of Financial Assistance, 2020 West El Camino Avenue, Suite 500, Sacramento, California, 95833, and which is incorporated herein by reference. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by HUD are hereby incorporated as part of the Application. HCD reserves the right to require CCC to modify any or all parts of the Work in order to comply with CDBG-NDR requirements. HCD reserves the right to review and approve all Work to be performed by CCC, its contractors, and subrecipients under this Agreement. Any proposed revision to the Work by CCC must be submitted in writing for review and approval by the Department and the Core Team and may require an amendment to this

## EXHIBIT A

Agreement. Approval of revisions shall not be presumed. Revision shall be valid upon receipt of HCD written approval.

The Scope of Work to be performed by SNC under this Agreement is the same Scope of Work as set forth in Section 5 of that certain Standard Agreement between HCD and SNC dated as of 05/30/2017 under contract 16-NDR-11311, which Section is incorporated by reference herein.

- B. For the purposes of performing the Work and subject to the terms of this Agreement, HCD agrees to reimburse CCC up to the amounts identified below. Unless amended, HCD shall not be liable for any costs for Work in excess of these amounts, nor any unauthorized or ineligible costs.
- C. Rangeland infrastructure (fences, water troughs, gates and cattle guards) play an important role in livestock management on public lands. There is currently an increased potential for livestock concentration in riparian areas, which may result in undesirable impacts to water quality and sensitive ecosystems. The Rim Fire resulted in significant impacts to rangeland infrastructure.

The scope of work to be performed by CCC crews shall work with USFS to reestablish, repair, and construct eight rangeland fence projects totaling approximately 11.1 miles on the Stanislaus National Forest. CCC crews shall perform brush and small dead tree removal and any other activities necessary to prepare the areas prior to fence construction or reconstruction. USFS staff will provide oversight and direction to CCC crews pursuant to a separate agreement between USFS and CCC. That agreement will detail work specifications, timelines, deliverables, and other project specific information.

Upon execution of a separate agreement with USFS, CCC shall submit to SNC and HCD a work plan detailing the timeline for completing this scope of work.

CCC crews shall be overseen by a supervisor with prior rangeland fencing experience to ensure timely and effective completion of this scope of work. If necessary, CCC shall provide opportunities for corps members to receive training from crews with rangeland fencing experience.

CCC shall work with and be assisted by HCD staff and HCD's technical assistance consultant as part of implementing the FWHP project. CCC is responsible for and shall ensure the completion of the Work in accordance with the criteria set forth above. In the event that there are excess funds remaining in the budget after the completion of the approved activities, all such excess funds shall be retained by or returned to HCD, as the case may be, so that HCD may reallocate such funds to other CDBG-NDR project activities if HUD so approves.

### 6. Budget

Rangeland Fencing Project amounts cannot exceed a maximum of \$240,000.

#### CCC Budget:

**EXHIBIT A**

<b>Activity</b>	<b>Activity Amount Matrix Code</b>	<b>National Objective</b>	<b>Grant Funds</b>
Public Improvements FHWP	03	Urgent Need	\$240,000
<b>TOTAL</b>			<b>\$240,000</b>

**SNC Budget**

SNC does not have a budget associated with the activities in this Agreement. As outlined in Section A (2), SNC and HCD have a separate agreement, 16-NDR-11311, which provides funding to SNC for CDBG-NDR activities they will conduct under this three party agreement. This same agreement, incorporated by reference into this Agreement contains SNC scope of work to be conducted with CCC and HCD.

**7. Budget Line Item Adjustments**

Line item adjustments shall be for Matrix Codes, if HUD changes an activity matrix code(s) or if there is an error in recording the activity code, HCD will inform CCC in writing and the correction shall not require an amendment to this Agreement.

**8. Other Funding Sources**

CCC shall report on the value of other funding contributions included as leverage for each project activity via the Project Set-Up/Completion Report. The Project Set-Up/Completion Report is the report, which conveys the information needed to establish a project-specific account in the DRGR system. This information may also be entered into the NDR web-based grant management software system, pursuant to data entry instruction from HCD's technical advisory consultant, by CCC. CCC shall validate eligibility of leverage with HCD's CDBG-NDR technical assistance provider. The Project Set-up/Completion Report is used to convey any changes to the project-specific accounts and report the final project-specific information into DRGR.

**9. Payment Process**

CCC shall follow the set-up, completion and payment process provisions outlined in **Exhibit B**. Eligible travel costs may be paid from the Grant Funds, but only if such costs are eligible and incurred in accordance with State travel laws.

**10. Administrative Requirements**

**A. Documentation and Record-Keeping**

**1) Records to be Maintained**

CCC shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

## EXHIBIT A

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets the National Objective of meeting an Urgent Need, per the CDBG-NDR program requirements;
- c) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-NDR assistance, if applicable;
- d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-NDR program, if applicable;
- e) Financial records as required by 24 CFR 570.502(a)(15);
- f) Personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by HCD to assure proper accounting for all project funds; and,
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

### **B. Closeouts**

CCC's obligations under this Agreement shall not end until all closeout requirements set forth in 24 CFR 570.509 are completed. The terms of this Agreement shall remain in effect during any period that CCC has control over CDBG funds, including program income.

### **C. Use and Reversion of Assets**

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG and NDR regulations, which include but are not limited to the following:

- 1) CCC shall transfer to HCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.
- 2) Immovable property under CCC control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as HCD deems appropriate). If CCC fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, CCC shall pay to HCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the

## EXHIBIT A

acquisition of, or improvement to, the property. Such payment shall constitute program income to HCD. CCC may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

- 3) In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by CCC for activities under this Agreement shall be: (a) transferred to HCD for the CDBG program; or, (b) retained by CCC after compensating HCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

### 11. General Conditions

#### A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, partnership or joint venture between the Parties. CCC and SNC shall at all times be and remain independent contractors with respect to all services to be performed under this Agreement. HCD shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance, as CCC and SNC are independent contractors and are responsible for the same.

#### B. HCD Recognition

CCC shall ensure recognition of the role of HCD and the U.S. Department of Housing and Urban Development in providing services through this Agreement. All activities, facilities and items used pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CCC will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### C. Amendments

The parties may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each signatory hereto, and approved by HCD in its discretion. Such amendments shall not invalidate this Agreement, nor relieve or release the Parties from its obligations under this Agreement.

HCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts as the same may change during the term hereof. Failure of CCC to execute the written amendment required by HCD may constitute, at HCD's sole discretion, a basis for termination of this Agreement for cause.

### 12. No Assignment

## EXHIBIT A

No party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other parties. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

### 13. **Severability**

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

### 14. **Counterparts**

This Agreement may be executed in identical, duplicate counterparts with each separate counterpart consisting of a valid and binding conveyance. Each of the undersigned agrees that their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to a single original of this instrument.

### 15. **Entire Agreement**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

### 16. **No Authorship Presumptions**

Each of the parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship. Each party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this section is equally applicable to any person that becomes party by reason of assignment and/or assumption of this Agreement and any successor to a signatory party.

### 17. **Applicable Law, Controversies and Venue**

Any claim or controversy arising out of this Agreement shall be resolved under Disputes, Section 46 of Exhibit D hereto.

This Agreement shall be governed by and construed in accordance with the laws of California. Exclusive venue and jurisdiction shall be vested in Sacramento County, California.

**EXHIBIT A**

**18. No Personal Liability of Individual Representatives**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party in his individual capacity, and neither the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

**19. Delay or Omission**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

**20. Prohibited Activity**

CCC is prohibited from using, and shall be responsible for its contractors and sub-contractors being prohibited from using, the funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, nepotism activities, and supporting either directly or indirectly the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. CCC shall comply with the provision of the Hatch Act (5 U.S.C. 1501 *et seq.*), which limits the political activity of employees.

**21. Safety**

CCC shall exercise, and shall ensure that its contractors and subcontractors exercise, precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1926, shall be observed and CCC shall take or cause to be taken such additional safety and health measures as CCC may determine to be reasonably necessary.

**22. Fund Use**

CCC agrees not to use proceeds from this Agreement to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the California Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the California Legislature or any local governing authority.

CCC, and SNC, and all of its sub-contractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal

## EXHIBIT A

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. CCC and each of its contractors and subcontractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

### 23. Subcontractors

CCC may, with prior written permission from HCD, enter into subcontracts with third parties for the performance of any part of CCC's duties and obligations hereunder. In no event shall the existence of a subcontract operate to release or reduce the liability of CCC to HCD for any breach in the performance of or any subcontractor's duties.

### 24. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to CCC for copyright purposes. Any such material produced as a result of this Agreement that might be subject to copyright is the property of and all rights shall belong to HCD.

All records, reports, documents, or other material or data, including electronic data, related to this Agreement and/or obtained or prepared by CCC and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services contracted for herein shall become the property of HCD, shall, upon request, be returned by CCC to HCD at termination or expiration of this Agreement. Cost incurred by CCC to compile and transfer information for return to HCD shall be billed on a time and materials basis, subject to the maximum amount of this Agreement. Software and other materials owned by CCC prior to the date of this Agreement and not related to this Agreement shall be and remain the property of CCC.

HCD will provide specific project information to CCC necessary to complete the services described herein. All records, reports, documents and other material delivered or transmitted to CCC by HCD shall remain the property of HCD and shall be returned by CCC to HCD, upon request, at termination, expiration or suspension of this Agreement.

### 25. Public Communication

HCD, CCC, and SNC shall coordinate all public communications regarding the activities of the Project funded under this Agreement.

### 26. No Third Party Beneficiaries

Nothing herein is intended and nothing herein may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. Notwithstanding the foregoing, this provision shall not limit any obligation which either Party has to HUD in connection with the use of CDBG funds, including without limitation, the obligations to provide access to records and cooperate with audits as provided in this Agreement.

**EXHIBIT A**

**27. Term of Agreement, Period of Performance and Deadlines, Date of Completion**

The term of this Agreement will begin upon date of execution by HCD and end on September 30, 2022. With the exception of the Grant Closing Requirements set forth in Exhibit B, Section 6, CCC shall complete the project activities as set forth below.

**Forest and Watershed Health Project (FWHP):**

- A. All work conducted under this Agreement shall be completed by: **09/30/2021**
- B. All project funds under this Agreement shall be expended by: **11/30/2021**

All final Requests for Funds (RFF) must be submitted no later than 30 days after the expenditure deadlines listed in above subparagraphs.

This Agreement will expire on: **09/30/2022**

Performance measure requirement deadlines during the period of performance are provided in Exhibit B, Section 7. This Section also includes language relating to penalties for non-performance.

**28. State Grant Manager**

The State Grant Manager for this Agreement represents the Department and its Division of Financial Assistance. Unless otherwise informed, any notice, report or other communication required to be given to HCD by this Agreement shall be in writing and sent via first class mail to the State Grant Manager at the following address:

Grant Manager, CDBG-NDR  
 Division of Financial Assistance, Suite 400  
 Department of Housing and Community Development  
 P.O. Box 952054  
 Sacramento, California 94252-2054

**29. CCC Contract Administrator**

The CCC Contract Administrator (must be an CCC employee) for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required to be given to CCC by this Agreement shall be in writing and sent by first class mail to the following address:

Partner:	California Conservation Corps
Contract Administrator:	Lanessa Guerra Reimbursement Contract Analyst Contracts Unit, Budget Management 1719 24 <sup>th</sup> Street Sacramento, CA 95816
Phone:	(916) 341-3136

**EXHIBIT A**

Email:	Lanessa.guerra@ccc.ca.gov
--------	---------------------------

**30. SNC Contract Administrator**

The SNC Contract Administrator (must be an SNC employee) for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required to be given to SNC by this Agreement shall be in writing and sent by first class mail to the following address:

Project Coordinator:	State of California, Sierra Nevada Conservancy (SNC)
Contract Administrator:	Elliott Vander Kolk Program Coordinator Sierra Nevada Conservancy 11521 Blocker Drive, Suite 205 Auburn, CA 95603
Phone:	(530) 823-4692
Email:	<a href="mailto:elliott.vanderkolk@sierranevada.ca.gov">elliott.vanderkolk@sierranevada.ca.gov</a>