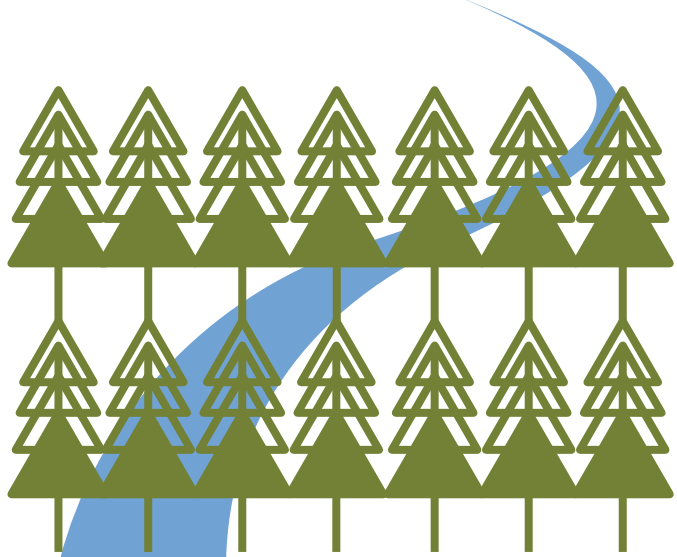


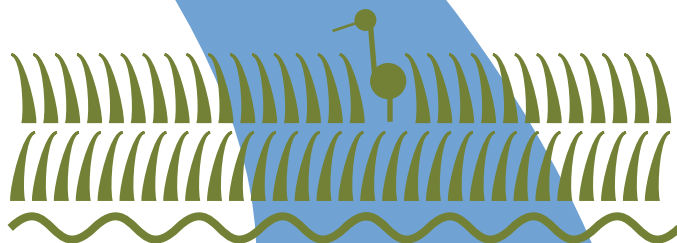


# State of California



## National Disaster Resilience Competition

Phase II October  
27, 2015



Attachment A:  
Partnership Documentation

AttAPartnershipDocumentation.pdf



## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246  
SACRAMENTO, CA 94244-2460  
(916) 653-7772  
Website: [www.fire.ca.gov](http://www.fire.ca.gov)



October 22, 2015

Ken Alex, Director  
Governor's Office of Planning and Research  
1400 10<sup>th</sup> Street  
Sacramento, CA 95812-3044

Re: Partnership Agreement with CDBG-NDR, CAL FIRE, and the State of California

This letter is to confirm the mutual intent of both the State of California, as represented by the Department of Housing and Community Development, and the California Department of Forestry and Fire Protection (CAL FIRE) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out fuel break activities as provided in the State of California's CDBG-NDR application.

CAL FIRE was created by statute in 1885 and is dedicated to the fire protection and stewardship of over 31 million acres of California's privately-owned wildlands. CAL FIRE's mission emphasizes the management and protection of California's natural resources. CAL FIRE oversees enforcement of California's forest practice regulations, which guide timber harvesting on private lands. CAL FIRE plays an important role in implementing the Governor's direction to mitigate climate change on forested lands in California.

CAL FIRE is a part of the core team developing the State's application to the National Disaster Resilience Competition (NDRC). Janet Barentson (Chief Deputy Director of CAL FIRE) and Helge Eng (Assistant Deputy Director), are our representatives in the NDRC process.

It is understood that this is letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be

Sincerely,

A handwritten signature in blue ink that reads "Ken Pimlott".

KEN PIMLOTT  
Director



## DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246  
 SACRAMENTO, CA 94244-2460  
 (916) 653-7772  
 Website: www.fire.ca.gov



**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN The State of California**  
**AND**  
**The California Department of Forestry and Fire Protection (CAL FIRE)**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 22 day of October, 2015 by and between the State of California (herein called the "Applicant") and the Department of Forestry and Fire Protection – CAL FIRE (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that:

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

## **Program/Project Delivery**

### **Activity #1 Fuel Breaks**

The fuel break project will provide a safe and strategic fire defense system that is designed to reduce the threat of loss to life, property and resources and enhance the protection for the communities and natural resources of the Southern Tuolumne County. Approximately 4,440 acres of fuel break will be constructed within and adjacent to the Rim Fire footprint, all work will occur within the MID-URN area, to protect planned reforestation areas and adjacent communities from the risk of future wildfires. This fuel break system will meet resilient recovery objectives by making our forests more resistant to large, damaging fires such as the Rim Fire and providing a wildland fire defense system to local communities. These new fuel breaks will compliment other fuel reduction work in the area and will link a series of strategic fuel breaks together to create a multi-jurisdictional fire defense system. These fuel breaks are part of the collaboration with the US Forest Service, Stanislaus National Forest, South West Interface Team (SWIFT) and the California Department of Forestry and Fire Protection (CAL FIRE). Keeping our forests healthy and resistant to large, intense wildfires ensures a healthy timber and tourism industry. Fuel breaks include project layout, land owner permissions, contract solicitation and administration. The two primary methods for fuel removal would be either mechanical mastication (grinding of brush or other vegetation) or hand removal, which entails cutting, stacking and burning of vegetation. The mechanical mastication has high potential for providing employment in the local communities. The hand removal has the potential to develop community based crews that could be trained to accomplish the work and provide a future workforce pool to resource agencies.

### **B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Fuel Breaks planning will start as soon as the funds are received. Implementation will begin after the fire season (estimated October 2016).

### **C. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

## **III. BUDGET**

### **Fuel Break Projects:**

Corcoran / Rim Truck Trail West, 338 acres - \$408,300

Highway 108 North, 123 acres - \$150,300

Rim Contingency Line, 658 acres - \$793,200

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

\_\_\_\_\_

Date

October 22, 2015

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

[HCD]

[CAL FIRE]

By [Signature]

By [Signature]

Title Deputy Director

Title DIRECTOR



Edmund G. Brown Jr.  
Governor

Matthew Rodriguez  
Secretary for Environmental Protection

October 23, 2015

U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street S.W.  
Washington, DC 20410

*Re: Intent to Participate*

This letter is to confirm that the State of California, as represented by the Department of Housing and Community Development (HCD), and the California Environmental Protection Agency (CalEPA) intend to collaborate, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition. The agreement will enable us to carry out the eligible activities provided for in the State's CDBG-NDR application.

CalEPA's mission is to restore, protect and enhance the environment to ensure public health, environmental quality and economic vitality. Our departments are at the forefront of environmental science, using the most recent research to shape the state's environmental laws.

The Office of the Secretary heads CalEPA, overseeing and coordinating the activities of one office, two boards, and three departments dedicated to improving California's environment. Ashley Conrad-Saydah, Deputy Secretary for Climate Policy, our representative in the CDBG-NDR competition, works with the entities within CalEPA and with other federal, state, regional and local government agencies to ensure that state climate policy is effective and properly implemented.

CalEPA's role as partner will be to manage the biomass and wood products elements of the Community and Watershed Resilience Program, engage stakeholders, effectuate the agency's mission, leverage additional funding sources, and liaise with the boards and departments within CalEPA and with other agencies and the public.

It is understood that this is letter is an expression of our intent to partner with HCD and other participating organizations to complete the State's work under the CDBG-NDR competition, should funds be awarded.

Sincerely,

Matthew Rodriguez  
Secretary for Environmental Protection

**CALIFORNIA CONSERVATION CORPS****Executive Office**

1719 24<sup>th</sup> Street, Sacramento, CA 95816  
 (916) 341-3207 FAX (877) 315-5085  
 www.ccc.ca.gov



**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN The State of California**  
**AND**  
**California Conservation Corps**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 16th day of October, 2015 by and between the State of California (herein called the "Applicant") and California Conservation Corps (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

## **Program/Project Delivery**

Activity #1: Partner will recruit locally for a 15 person crew of young women and men to work as corpsmembers and one CCC supervisor on reimbursed forest and fuel break project work projects with a contingency if the Groveland CRC is funded.

Activity #2: Where funding permits (via reimbursement work projects), the Partner will build out a full spike team program at the CRC in Groveland, which will include up to an additional 30 corpsmembers and appropriate supervising staff to complete reimbursed forest and fuel break project work projects.

### **B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:  
Annually, where funding permits, up to 8 months of crew work on forest and fuel break project work projects. CCC will supply up to 3-15 member crews (48 people, including supervisors) to complete rehab work on funded rehab projects throughout the burned area.

### **C. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

## **III. BUDGET**

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

### **Labor:**

15 local youth and a staff member is one crew = 16 people per crew  
Up to three crews are projected to work on rehab projects = 45 people @ \$1680/mo. = \$75,600 per mo., 3 crew supervisors @ \$4000/mo. (total 75,600/mo. for each crew) = \$226,800/mo.  
Additionally, one local staff member will work at the NDRC to oversee food and evening duty @ \$2250/mo. Total of \$229,050/mo. when all three crews work on funded Rim Rehab projects.

### **Operating:**

One crew will spend approximately \$1500 per 8 day rotation on food, \$350/rotation on fuel, approximately \$1,000 per month of vehicle maintenance and other local services per crew. This will equate to approx. \$14,100/mo. to support three CCC crews while working on funded Rim rehab projects.

## **IV. SPECIAL CONDITIONS**



*[This section of the Agreement can be used by the Applicant to include special conditions specific to the particular activity or Partner.]*

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

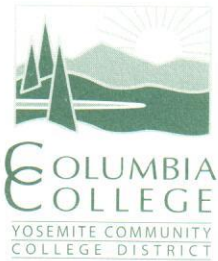
This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 16, 2015

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

[Applicant]  
By   
Deputy Director

[Partner]  
By   
Title Chief, Programs and Operations Division



Angela R. Fairchilds, Ph.D.  
President

11600 Columbia College Dr. • Sonora, CA 95370 • 209.588.5115 • Fax 209.588.5161 • fairchilds@yosemite.edu • www.gocolumbia.edu

**Susan Naramore**

Specialist

California Dept. of Housing and Community Development

2020 W. El Camino Ave., Suite 500

Sacramento, CA 95833

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of California and Columbia College to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of California's CDBG-NDR application.

Columbia College is a dynamic institution of learners and creative thinkers dedicated to high standards of student success. We prepare students to be fully engaged in an evolving world by offering comprehensive and high quality programs and services. Columbia College is committed to a culture of improvement through measuring student learning across the institution. We strive for excellence, foster a spirit of professionalism and embrace diversity.

Columbia College will work with Tuolumne County and the Tuolumne County Superintendent of Schools (TCSOS) to develop and provide educational opportunities to students and community members through the Community Resilience Centers, enhancing access to college coursework and community improvement initiatives.

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

Angela Fairchilds, Ph.D.  
College President



**Yosemite Community College District**

P.O. Box 4065 / Modesto, CA 95352 / 2201 Blue Gum Avenue  
Phone (209) 575-6508 / FAX (209) 575-6565

October 23, 2015

**Susan Naramore**

Specialist

California Dept. of Housing and Community Development

2020 W. El Camino Ave., Suite 500

Sacramento, CA 95833

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of California and Columbia College to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of California's CDBG-NDR application.

Columbia College is a dynamic institution of learners and creative thinkers dedicated to high standards of student success. We prepare students to be fully engaged in an evolving world by offering comprehensive and high quality programs and services. Columbia College is committed to a culture of improvement through measuring student learning across the institution. We strive for excellence, foster a spirit of professionalism and embrace diversity.

Columbia College will work with Tuolumne County and the Tuolumne County Superintendent of Schools (TCSOS) to develop and provide educational opportunities to students and community members through the Community Resilience Centers, enhancing access to college coursework and community improvement initiatives.

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joan E. Smith', is written over a horizontal line.

Joan E. Smith, Ed.D.  
Chancellor



**Yosemite Community College District**

P.O. Box 4065 / Modesto, CA 95352 / 2201 Blue Gum Avenue  
Phone (209) 575-6508 / FAX (209) 575-6565

**Appendix D  
PARTNERSHIP AGREEMENT  
BETWEEN the State of California  
AND  
Columbia College  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 23 day of October, 2015 by and between the State of California (herein called the "Applicant") and Columbia College (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the

Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 Columbia College will work with Tuolumne County and the Tuolumne County Superintendent of Schools (TCSOS) to develop and provide educational opportunities to students and community members through the Community Resilience Centers, enhancing access to college coursework and community improvement initiatives.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Columbia College will participate in the pre-development of the Community Resilience Centers, and will initiate coordinated efforts with Tuolumne County and TCSOS pending scheduled facility completion in December 2017.

**C. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

While no direct NDRC funds are currently requested, Columbia College will coordinate with relevant bodies within the County to provide programming described previously.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

None

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

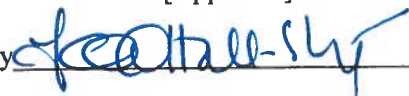
The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

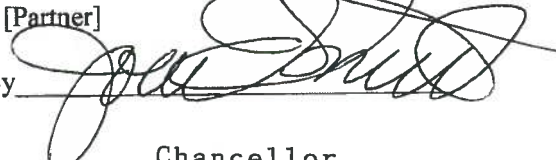
**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 23, 2015

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

[Applicant]  
By   
Title Deputy Director

[Partner]  
By   
Title Chancellor



EDMUND G. BROWN JR.  
GOVERNOR

STATE OF CALIFORNIA  
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH



KEN ALEX  
DIRECTOR

October 20, 2015

1400 Tenth Street  
Sacramento, CA 95814

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of California, as represented by the Department of Housing and Community Development (HCD), and the Governor's Office of Planning and Research (OPR) to collaborate, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of California's CDBG-NDR application.

OPR was created by statute in 1970 and is part of the Office of the Governor. OPR serves the Governor and his Cabinet as staff for long-range planning and research, and constitutes the comprehensive state planning agency.

OPR has been serving as the co-lead of the State's application to the National Disaster Resilience Competition (NDRC). Louise Bedsworth, Deputy Director of OPR, is our representative in NDRC process. Louise works across state agencies to coordinate across state agencies to achieve the state's climate change goals.

OPR will have primary responsibility for NDRC project management and implementation, including coordinating and aligning State department resources, policies, and efforts. This work will take place under the auspices of the Integrated Climate Adaptation and Resilience Program, a program created through legislation in 2015 to coordinate state, regional, and local adaptation and resilience efforts. OPR currently facilitates several statewide and regional efforts that bring multi-sector resources and funding together, including chairing the State's Strategic Growth Council.

It is understood that this is letter is an expression of our intent to partner with HCD and other participating organizations to complete the State's work under the NDRC, should funds be awarded.

Sincerely,

Ken Alex, Director



AUBURN OFFICE  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603  
p (530)823-4670 f (530)823-4665

October 21, 2015

Partner: Sierra Nevada Conservancy  
11521 Blocker Drive Ste. 205  
Auburn, CA 95603

RE: INTENT TO PARTICIPATE:

This letter is to confirm the mutual intent of both the State of California and the Sierra Nevada Conservancy (SNC) to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) Competition to carry out eligible activities as provided in the State of California's CDBG-NDR application.

The SNC is a California state agency established in 2004 to initiate, encourage and support efforts that improve the environmental, economic and social well-being of the Sierra Nevada Region, its communities and the citizens of California. The SNC Region is made up of all or part of 22 counties covering over 25 million acres including Tuolumne County – the location of the Rim Fire disaster area. The Sierra Nevada Region is one of the most significant natural and biologically diverse regions in the world. It constitutes about 25% of California's land area and is the state's principal watershed, supplying more than 60 percent of the developed water supply to residents, agriculture and other businesses/industries across the state.

The SNC supports the Region by leading and implementing programs such as the Sierra Nevada Watershed Improvement Program (WIP) - a coordinated, integrated, collaborative program designed to restore the health and resiliency of California's primary watershed through increased investment and needed policy changes. The SNC has a long history of successfully providing grant funding and managing local projects in the Region with a focus on forest health. Additionally, the SNC offers technical assistance and support for collaborative projects in partnership with federal, state and local government agencies, nonprofit organizations and Tribal entities. All SNC activities support the preservation and restoration of natural areas.



As a partner in the CDBG-NDR competition, the SNC is committed to providing the Regional expertise and technical experience necessary to successfully carry out the activities awarded through this CDBG-NDR application.

Should this application be awarded, the SNC agrees to administer and coordinate the Forest and Watershed Health activities as well as manage the Biomass and Wood Products Facility Phase 1 and Phase 2 activities identified in the application.

Sincerely,



JIM BRANHAM  
Executive Officer





AUBURN OFFICE  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603  
p (530)823-4670 f (530)823-4665

Appendix D  
PARTNERSHIP AGREEMENT  
BETWEEN the State of California AND Sierra Nevada Conservancy  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)

THIS AGREEMENT, entered this 22 day of October, 2015 by and between the State of California (herein called the "Applicant") and Sierra Nevada Conservancy (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation

and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

## II. SCOPE OF SERVICE

### A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

#### Program/Project Delivery

The Sierra Nevada Conservancy is well-positioned to administer, coordinate and manage the Forest and Watershed Health activities and Biomass Facility and Wood Products Campus planning and implementation activities awarded under this CDBG-NDR Phase II application. In addition to being experienced in managing complex projects with multiple funding sources and developing innovative green infrastructure projects, the SNC is the lead state agency responsible for implementing the Sierra Nevada Watershed Improvement Program - a coordinated, integrated, collaborative program to restore the health of California's primary watershed - and is an active partner in restoration and forest management projects throughout the Sierra Nevada Region.

The SNC has a long history of successfully developing, funding and managing forest and watershed health projects throughout the Sierra Nevada Region. The SNC has received and distributed over \$50 million in Proposition 84 grant funding and is currently working to distribute \$25 million in Proposition 1 funding in the Region.

Additionally, the SNC has worked with a broad range of community, agency and industry stakeholders to find economic uses for the excess biomass removed in forest restoration activities. Their involvement has included developing, awarding and managing biomass utilization planning and implementation grants including feasibility and engineering studies to establish biomass utilization facilities. Furthermore, the SNC is identified in the California 2012 Bioenergy Action Plan as the state agency responsible for pursuing funding for forest bioenergy research and implementation and assisting communities with the development of community scale projects.



As a partner in the CDBG-NDR competition, the SNC will provide our Regional and programmatic implementation expertise as well as our technical and project management experience to successfully carry out the following activities should they be awarded through the CDGB-NDR application.

SNC will work with partners to complete CDBG-based green, public infrastructure work on forest and watershed lands; and develop sustainable, resilient energy and economic-development opportunities by way of planning and implementing a biomass facility and wood products campus in Tuolumne County.

Activity 1: The Sierra Nevada Conservancy (SNC) will administer and coordinate the Forest and Watershed Health activities identified under Phase II of the NDRC:

- Restoration and Reforestation
- Biomass Removal and Thinning
- Strategic Fuel Breaks
- Rangeland Improvements
- Noxious Weed Treatments

Activity 2: SNC will manage the Biomass and Wood Products Facility planning and implementation activities awarded under the NDRC in coordination with CalEPA and CalFIRE. SNC will establish interagency agreements with partners and contractors to develop a feasibility study and a state-level Bioenergy Working group to identify opportunities for replicating the process across the State of California.

- Biomass Facility and Wood Products Campus Planning Phase1 - Pre-development, Site Selection, Architectural Design & Engineering, Procurement, Permitting, Environmental Review
- Biomass Facility and Wood Products Campus Phase 2 – Build-out and Implementation

SNC agrees to implement contracts/agreements with USFS, CalFIRE, CalEPA, the CCC, and others, as needed, to carry out and complete the projects and programmatic/reporting requirements and obligations identified in Phase II of the NDRC.

## B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement.

Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.



The Partner agrees to implement the following:

Assuming commencement of the project as soon as funds awarded

Forest and Watershed Health Program:

- Reforestation Site Prep and tree planting will occur when the ground and climate are suitable for activities after receipt of the funds (estimated March 2016 – September 2019 )
- Fuel Breaks planning will start as soon as the funds are received. Implementation will begin after the fire season (estimated October 2016 – September 2019).
- Biomass Removal will commence as soon as the funds are received and the ground and climate allow.
- Rangeland Infrastructure will begin in May 2016, the beginning of field season.
- Noxious Weed Removal (estimated May 2016 – September 2019)

Biomass Facility and Wood Products Campus:

- Phase 1 – Pre-development, Site Selection, Architectural Design & Engineering, Procurement, Permitting, Environmental Review (estimated January 2016 – August 2017)
- Phase 2 – Build-out and Implementation (estimated August 2017 – September 2019)

C. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

III. BUDGET

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

In order to adequately manage the Forest and Watershed Health program and the planning and implementation activities associated with developing a Biomass and Wood Processing Campus, the Sierra Nevada Conservancy will need the following:



Current projected budget for Forest and Watershed Health is \$40,000,000.  
 Current projected budget for Biomass and Wood Processing facility is \$22,000,000.

Activity	Budget
<b>Forest &amp; Watershed Health</b>	
Sub-Total: \$40M	
Biomass removal & thinning; green infrastructure restoration and reforestation; noxious weed removal; rangeland improvements; strategic fuel breaks	\$40,000,000
<b>Biomass Facility and Wood Products Campus</b>	
Sub-Total: \$22M	
Phase 1 - Pre-development, Site Selection, Architectural Design & Engineering, Procurement, Permitting, Environmental Review	\$6,000,000
Phase 2 - Implementation and Build-Out	\$16,000,000

**IV. SPECIAL CONDITIONS**

None

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic,



oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 22, 2015

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

[Applicant]

[Partner]

By: [Signature]  
Title: Deputy Director

By: [Signature]  
JIM BRANHAM  
Executive Officer



**Susan Naramore**

Specialist  
California Dept. of Housing and Community Development  
2020 W. El Camino Ave., Suite 500  
Sacramento, CA 95833

October 23, 2015

Re: Intent to Participate

This letter is to confirm the mutual intent of both the State of California and the Tuolumne County Superintendent of Schools to collaborate and enter into a partner agreement [or other agreement], contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of California's CDBG-NDR application.

The Tuolumne County Superintendent of Schools provides support for teacher quality, school site leadership, professional development, networking, curriculum, instructional, assessment and alternative education options for the school communities of Tuolumne County.

The Tuolumne County Superintendent of Schools will work with Tuolumne County and Columbia College to develop and provide educational opportunities to students and community members through the Community Resilience Centers, enhancing access to college coursework and community improvement initiatives.

It is understood that this letter is only an expression of our intent and a binding partner agreement [or other agreement] detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Marguerite D. Bulkin  
Tuolumne County Superintendent of Schools



**Appendix D**  
**PARTNERSHIP AGREEMENT**  
**BETWEEN the State of California**  
**AND**  
**Tuolumne County Superintendent of Schools**  
**FOR**  
**Community Development Block Grant National Disaster Resilience Competition**  
**(CDBG-NDR)**

THIS AGREEMENT, entered this 23 day of October, 2015 by and between the State of California (herein called the "Applicant") and the Tuolumne County Superintendent of Schools (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

**Program/Project Delivery**

Activity #1 The Tuolumne County Superintendent of Schools (TCSOS) will work with Tuolumne County and Columbia College to develop and provide educational opportunities to students and community members through the Community Resilience Centers, enhancing access to college coursework and community improvement initiatives.

**B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement.

Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

TCSOS will participate in the pre-development of the Community Resilience Centers, and will initiate coordinated efforts with Tuolumne County and Columbia College pending scheduled facility completion in December 2017.

**C. Staffing**

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Applicant/Grantee.

**III. BUDGET**

While no direct NDRC funds are currently requested, TCSOS will coordinate with relevant bodies within the County to provide programming described previously.

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**IV. SPECIAL CONDITIONS**

None

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to


175 South Fairview Lane Sonora, CA 95370 209-536-2000 Fax 209-536-2003

[www.tcsos.us](http://www.tcsos.us)

perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date 10/23/15

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

[Applicant]  
By 

[Partner]  
By 

Title Deputy Director

Title: County Superintendent of Schools



## County Administrator's Office

**Craig L. Pedro**  
County Administrator

Tuolumne County Administration Center  
2 South Green Street  
Sonora, CA 95370  
Phone (209) 533-5511  
Fax (209) 533-5510  
[www.tuolumnecounty.ca.gov](http://www.tuolumnecounty.ca.gov)

October 22, 2015

California Department of Housing and Community Development  
2020 W. El Camino Ave. Suite 500  
Sacramento, CA 95833

Re: Intent to Participate in NDRC Application

To Whom It May Concern:

This letter is to confirm the mutual intent of the State of California and Tuolumne County to collaborate and enter into a partner agreement. This agreement is contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of California's CDBG-NDR application.

The Rim Fire, the qualifying event for the State of California's NDRC application was primarily located in Tuolumne County. This fire consumed more than 250,000 acres and lasted over two months. The impacts to Tuolumne County were immediate and will have long range implications to both our economic vitality and the health of our natural resources. Recovering from the Rim Fire and making Tuolumne County and other rural communities more resilient from these catastrophic events, is important to us. It is Tuolumne County's intent to be a full partner in the State's NDRC application. The Community and Watershed Resilience Program seeks to create resilient recovery through forest and watershed work, the development of a local biomass facility and wood products campus, and two community resiliency centers to promote personal resilience, social cohesion, job training and education opportunities in our rural county. We look forward to continuing the dialog with various state, federal and local agencies as we explore these and other innovative ways to make our community resilient. We believe that investment in this effort will have far reaching positive implication to other communities in California and other western States experiencing similar catastrophic wild land fires.

*...serving the Board of Supervisors, departments, and the community as good stewards of the County's fiscal and human resources through collaborative, professional and ethical leadership.*

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



DANIEL M. RICHARDSON  
Deputy County Administrator

Tuolumne County  
Administration Center  
2 South Green Street  
Sonora, California 95370



Alicia L. Jamar, *Chief Deputy  
Clerk of the Board of Supervisors*

Telephone: (209) 533-5521  
Facsimile: (209) 533-6549  
www.tuolumnecounty.ca.gov

## **BOARD OF SUPERVISORS COUNTY OF TUOLUMNE**

Sherri Brennan, *First District*  
John L. Gray, *Fourth District*

Randy Harvelt, *Second District*

Evan Royce, *Third District*  
Karl Rodefer, *Fifth District*

### **Appendix D PARTNERSHIP AGREEMENT BETWEEN the State of California AND County of Tuolumne FOR Community Development Block Grant National Disaster Resilience Competition (CDBG-NDR)**

THIS AGREEMENT, entered this 23rd day of October, 2015 by and between the State of California (herein called the "Applicant") and County of Tuolumne (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

#### **I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

## II. SCOPE OF SERVICE

### A. Activities

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

#### **Program/Project Delivery**

#### **Activity #1 Community Resiliency Centers- Groveland and Tuolumne**

To construct two Community Resiliency Centers (CRC) in the communities of Groveland and Tuolumne. These centers would be designed and built with best practices both in regards to the design and in the operations of the facility. The goal is to create a facility in these communities that builds social cohesion and spurs economic stability.

The CRCs would consist of three structures. The first would be a large multi-purpose type building. This building will include the following: large multi-purpose room with several breakout rooms; restrooms and showers; commercial kitchen and laundry facilities. The second building would be a shelter and pens for animals. This building would have the following: kennels for both dogs and cats; dog runs, bathing areas, refrigerator, counters and plenty of storage; and pens for barn type animals. The third structure will be a covered patio. The covered patio would contain lights for night time operations, electrical outlets and water taps.

On a day-to-day basis, these centers will provide a variety of services to all residents in the County. The County will partner with a number of State and local agencies, non-profit organizations and community groups to provided services and programs at these facilities. Programs and services that could be provided but are not limited to the following: job training, college courses, senior meals program; homeless prevention and housing stabilization outreach; Head Start programs; immunization clinics and health presentations; recreational programs; Sheriff sub-station and Community Service Unit support; business incubator program, and rabies clinics for animals.

In an emergency situation, these CRC would then be a central point for evacuations for both people and animals. The CRC's design will incorporate the need to accommodate large influx of people at a time. These facilities will also contain Wi-Fi capabilities and back-up generators. The Groveland CRC will not only serve the Groveland/Big Oak communities but would also accommodate Mariposa County residents. Then at the Tuolumne CRC, this center would scrvc the residents along the Hwy 108 corridor.

At the Groveland CRC, the County will be partnering with the California Conservation Corps (CCC) to construct a crew training facility. CCC employs low- income individuals

and at-risk youth to undertake conservation work including ecosystem restoration. The CCC will utilize the Groveland CRC as a staging area for forest and watershed health work proposed in the NDRC application. The facility will contain 16 dorm rooms with 4 beds to a room. This facility will house 40 CCC service members and up to 5 CCC staff and would operate 8 months out of the year.

B. Project Schedule

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Assuming commencement of the project as soon as funds awarded

- Community Engagement and Confirmation of Facility Design Jan.- March 2016
  - Hire Architect and Finalize Plans and Specification Jan. – August 2016
  - Environmental Review Process Aug.– Dec. 2016
  - Plan Review, Permits Obtained, and Bid Project Dec.– March 2017
  - Construction of Facilities March – Oct. 2017
  - Purchase and Install Equipment Oct. – Nov. 2017
  - Open for Operation December 2017
- It is estimated that these projects will take a total of 24 months to complete.

III. BUDGET

[Note that the original proposed budget may be adjusted should HUD award less than the amount requested in the application.]

The Applicant/Grantee may require a more detailed budget breakdown than the one contained herein, and the Partner shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Applicant/Grantee. Any amendments to the budget must be approved in writing by both the Applicant/Grantee and the Partner.

**Budget for Groveland CRC and CCC Facility**

Figures below are based on a construction estimate from Vanir Construction Management for a 25,686 sq. ft. CRC and 16,576 sq.ft. CCC facility.



Groveland CRC and CCC Facility	
Activity	Costs
<b>Construction Costs</b> - Programming and Facility Design - Environmental Review - Bidding - Facility Construction	\$18,137,999
<b>Site Work</b> - Clearing and Grubbing of Site - Site Drainage - Water and Electrical Work - Road Improvements and Paving	\$4,578,811
Project Escalation Costs	\$1,807,390
<b>Construction Contingency</b> - Change Orders/ Unforeseen Conditions	\$2,500,436
Location Factor Related to Bidding	\$818,976
<b>Project Costs</b> - Architect - Construction Management Services - Permits, Inspections, Plan Checking and Utility Connections	\$7,456,701
Furniture and Fixtures	\$1,800,250
<b>Total Estimated Cost</b>	<b>\$37,100,563</b>

### Budget for Tuolumne CRC

Figures below are based on a construction estimate from Vanir Construction Management for a 17,877 sq.ft. facility.

Tuolumne CRC	
Activity	Costs
<b>Construction Costs</b> - Programming and Facility Design - Environmental Review - Bidding - Facility Construction	\$6,346,431
<b>Site Work</b> - Clearing and Grubbing of Site - Site Drainage - Water and Electrical Work - Road Improvements and Paving	\$3,750,000
Project Escalation Costs	\$1,526,580
<b>Construction Contingency</b> - Change Orders/ Unforeseen Conditions	\$1,162,301
Location Factor Related to Bidding	\$464,920

<b>Project Costs</b> - Architect - Construction Management Services - Permits, Inspections, Plan Checking and Utility Connections	\$4,068,054
Furniture and Fixtures	\$581,151
Total Estimated Cost	\$17,899,437

**IV. SPECIAL CONDITIONS**

*[This section of the Agreement can be used by the Applicant to include special conditions specific to the particular activity or Partner.]*

**V. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**VII. WAIVER**

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

VIII. ENTIRE AGREEMENT

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

Date October 23, 2015

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

[Applicant]  
By [Signature]

[Partner]  
By [Signature]

Attest [Signature]  
Deputy Clerk of the Board

By [Signature]  
Deborah Bautista, Auditor- Controller

APPROVED AS TO FORM:  
By [Signature]  
Sarah Carrillo, County Counsel

AFFIRMATIVE ACTION APPROVAL  
By [Signature]  
for Craig L. Pedro, County Administrator

Fed. I. D. # 94-60000547



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**File Code:** 2470  
**Date:** October 21, 2015

Susan Naramore  
Specialist-CDBG/NDRC/Drought  
California Department of Housing and Community Development  
2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833

Dear Susan,

This letter is to confirm the mutual intent of both the State of California and USDA Forest Service to collaborate and enter into a partner agreement, contingent upon the award of funds from the United States Department of Housing and Urban Development for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition, to carry out eligible activities as provided in the State of California's CDBG-NDR application.

The USDA Forest Service (a Federal agency in the Department of Agriculture) is a multi-faceted agency that manages and protects 191 million acres of public lands in 155 national forests and 20 grasslands in 44 states and in Puerto Rico since 1905. The agency's mission is to sustain the health, diversity, and productivity of the nation's forest and grasslands to meet the needs of present and future generations. We have an elite wildland firefighting team and the world's largest forest research organization. Our experts provide technical and financial help to State and local government agencies, businesses, private landowners and work government-to-government with tribes to help protect and manage non-federal forest and associated range and watershed lands.

We augment our work through partnerships with public and private agencies that help us plant trees, improve trails, educate the public, address climate change, and improve conditions in wildland/urban interfaces and rural areas, to name a few. Our team also promotes sustainable forest management and biodiversity conservation internationally.

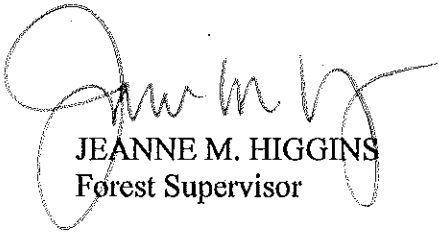
The USDA Forest Service will design, plan and implement the projects and programs necessary to restore impacted lands, ecological systems, and cultural resources impacted by the catastrophic Rim Fire. The Stanislaus National Forest, in collaboration with the Regional Office, has been actively involved in the development of Phase One and Phase Two of the State of California application and, as outlined in the CDBG-NDR Partnership Agreement between the Forest and the State of California, will administrate and support the development of a replicable disaster resiliency model for future disasters of this type. We will provide training and leadership for current and future local, regional and national employment opportunities, including involving youth, veterans, and tribal members. We will increase collaborative efforts with partners in accordance with our policies and procedures to achieve desired end results. Employing Best



Management Practices, we will work to mitigate effects of climate change and other ecological threats to forest and community health and well-being.

It is understood that this letter is only an expression of our intent and a binding partner agreement detailing the terms and conditions of the proposed partnership must be executed before the use of any CDBG-NDR funds, if awarded.

Sincerely,



Jeanne M. Higgins

**JEANNE M. HIGGINS**  
Forest Supervisor



File Code: 2470

**Appendix D  
PARTNERSHIP AGREEMENT  
BETWEEN the State of California  
AND  
United States Forest Service, Pacific Southwest Region  
FOR  
Community Development Block Grant National Disaster Resilience Competition  
(CDBG-NDR)**

THIS AGREEMENT, entered this 16 day of October, 2015 by and between the State of California (herein called the "Applicant") and United States Forest Service, Pacific Southwest Region (herein called the "Partner").

WHEREAS, the Applicant has applied for funds from the United States Department of Housing and Urban Development under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition; and

WHEREAS, the Applicant wishes to engage the Partner to assist the Applicant in using such funds if awarded;

NOW, THEREFORE, it is agreed between the parties hereto, contingent upon the award of CDBG-NDR funds to the Applicant, that;

**I. SUBRECIPIENT AGREEMENT/DEVELOPER AGREEMENT/CONTRACT**

If the Applicant is awarded a CDBG-NDR grant from HUD, the Applicant/Grantee shall execute a written subrecipient agreement, developer agreement, contract, or other agreement, as applicable, with the Partner, for the use of the CDBG-NDR funds before disbursing any CDBG-NDR funds to the Partner. The written agreement must conform with all CDBG-NDR requirements and shall require the Partner to comply with all applicable CDBG-NDR requirements, including those found in Disaster Relief Appropriations Act, 2013 (Public Law 113-2), title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the Notice of Funding Availability for HUD's National Community Development Block Grant Resilient Disaster Recovery Allocation and any subsequent published amendments (the CDBG-NDR NOFA), and the Applicant's CDBG-NDR NOFA application.

**II. SCOPE OF SERVICE**

**A. Activities**

The Partner will be responsible for using CDBG-NDR funds to carry out activities in a manner satisfactory to the Applicant and consistent with any standards required as a condition of providing these funds. Such use will be in compliance with the CDBG-NDR NOFA, the



Applicant/Grantee's application for CDBG-NDR assistance and the Applicant/Grantee's Grant Agreement for CDBG-NDR. Such use will include the following activities:

### **Program/Project Delivery**

#### **Activity #1 Reforestation**

The Reforestation project includes fuels reduction for the prevention of large scale wildland fires and returning trees to approximately 25,000 acres of the landscape and thinning of 12,000 acres of existing older plantations that were burned through in the Rim Fire on the Stanislaus National Forest. The reforestation and thinning proposal covers less than 20% of the Forest land burned by the Rim Fire. The project will provide forest products, landscape sustainability, recreation opportunities and critical wildlife habitat now and into the future. This work will provide the need for landscape restoration skills, including forestry, hydrology, and ecology as well as a long-term supply of wood products to support that infrastructure in our community. The initial work (site preparation, planting and release) will provide hundreds of seasonal labor jobs as well as the need for heavy equipment operators to treat the thousands of acres proposed in this project. In addition, the USFS will need to hire up to 15 additional permanent full time employees to write, administer, and monitor contracts. Tuolumne County Inmates will be providing a portion of the seedlings through an innovative collaborative program. The overall goal is to create a fire resilient mixed conifer forest that contributes to an ecologically healthy and resilient landscape rich in biodiversity

- 1) Return Mixed Conifer Forest to the Landscape and promote the re-establishment and recovery of conifer and hardwood forests.** Create diverse structure and composition to quickly meet future resource needs for wildlife, recreation, watershed and timber while taking into account potential pressures of a changing climate.
- 2) Restore Old Forest for Wildlife Habitat and Connectivity** to provide critical habitat for sensitive wildlife species such as the California spotted owl, northern goshawk and fisher. This includes restoring habitat connectivity compromised in the Rim Fire that is essential for wildlife dispersal, migration, and use of suitable habitat across the landscape.
- 3) Reduce Fuels for Future Fire Resiliency** by removing the standing dead trees and re-sprouting brush to manageable fuel levels. Re-establish open canopy forest stands to safely reintroduce fire into the landscape through fuels and vegetation management.
- 4) Enhance Deer Habitat** by restoring forested conditions within critical winter deer range, providing thermal cover essential for over-wintering deer.
- 5) Eradicate Noxious Weeds** and prevent new infestations.

*Acres of forest land prepared for planting = 15,430*

*Acres of forest land burned by prescribed fire to reduce fuel loading = 10,798*

*Acres of wildlife habitat established and/or enhanced = 475*

*Acres monitored for seedling survival: 475*

#### **Activity #2 Fuel Breaks System**

The fuel break project will provide a safe and strategic fire defense system that is designed to reduce the threat of loss to life, property and resources and enhance the protection for the communities and natural resources of the Southern Tuolumne County. Approximately 4,440 acres of fuel break will be constructed within and adjacent to the Rim Fire footprint to protect planned reforestation areas and adjacent communities from the risk of future wildfires. This fuel break system will meet resilient

recovery objectives by making our forests more resistant to large, damaging fires such as the Rim Fire and providing a wildland fire defense system to local communities. These new fuel breaks will compliment other fuel reduction work in the area and will link a series of strategic fuel breaks together to create a multi-jurisdictional fire defense system. These fuel breaks are part of the collaboration with the US Forest Service, Stanislaus National Forest, South West Interface Team (SWIFT) and CalFire. Keeping our forests healthy and resistant to catastrophic, stand replacing fires ensures a healthy timber and tourist industry. Fuel breaks include project layout, land owner permissions, contract solicitation and administration. The two primary methods for fuel removal would be either mechanical mastication (grinding of brush or other vegetation) or hand removal, which entails cutting, stacking and burning of vegetation. The mechanical mastication has high potential for providing employment in the local communities. The hand removal has the potential to develop community based crews that could be trained to accomplish the work and provide a future workforce pool to resource agencies.

### **Activity #3 Biomass Removal**

Removal biomass material from approximately 8,000 acres of forest land within the Rim Fire Area. The removal of this material will reduce fuel loading and assist in the reforestation of the Rim Fire by clearing fuels from the planting sites. Removal of the material to a biomass facility will also avoid the open burning of this material thus reducing carbon emissions. The project is designed to integrate activities that support forest and watershed health, job training opportunities in forest management, (for example: marking trees, forest thinning, planting, transportation of materials), and the development of appropriately scaled biomass and wood product markets. Biomass, as described here, includes live and dead vegetation that impedes reforestation activities or creates a landscape with excessive fuel loading. The work will be accomplished by cutting skidding and hauling the material to local biomass facilities. This is an important step in reforestation and restoration of the landscape burned . Excess fuels from the Hazard Tree and Salvage logging operations and other areas needing dead vegetation removed are scattered throughout the fire area. The Forest Service proposes to haul this material to local biomass plants. The only current alternative method of disposal of forest biomass is open burning. We propose to use local contractors to avoid open-burning the piles by processing and transporting the biomass to local biomass plants to produce renewable electricity and other products. The project is easily scaled to meet available funding.

### **Activity #4 – Rangeland Infrastructure**

Project A - Rangeland infrastructure (fences, water troughs, gates, and cattleguards) play an important role in livestock management on public lands. A large number of range fences and several water troughs were damaged by the Rim Fire, resulting in situations where livestock management is difficult or impractical. There is currently an increased potential for livestock concentration in riparian areas, which may result in undesirable impacts to water quality and sensitive ecosystems. It may also negatively affect the financial stability of several local ranches. This project would reconstruct 18.5 miles of boundary and drift fences and replace 5 existing water troughs damaged by the Rim fire. The infrastructure would better control livestock movements to achieve proper livestock distribution and improve water quality and wildlife habitat in sensitive riparian areas. The estimated timeframe is 2 years, with most work being completed during the summer months. Implementation could begin as soon as funding is available and surveys are complete.

Project B- This project would construct approximately 10 miles of range fence, install 4 cattleguards, develop 4 new water troughs, and reconstruct 2 corrals within grazing allotments affected by the Rim fire.



The infrastructure would provide for better control of livestock movements, which would improve forest and watershed health and make livestock grazing more sustainable.

### **Activity#5 Noxious Weeds Removal**

This project aims to eradicate or greatly reduce noxious weed populations in 5,000 acres to mitigate the potential ecological and economic impact from invasive plant species whose introduction and/or spread was facilitated by the Rim Fire suppression, post-fire activities and the post-fire landscape. A decrease in noxious weeds has a variety of benefits including maintaining diversity and ecological health of the system, and creating a more desirable recreation experience, which can indirectly increase local business through greater use of the adjacent National Forest. The target area is the Rim Reforestation units including a large area for deer restoration. Weed treatments include hand, mechanical and herbicide treatments that will be implemented by contractors and administered and monitored by Forest Service personnel. Beneficiaries include those who enjoy the use of National Forest System lands including recreational users, those who collect forest products either commercially or for personal use, permittees, contractors, landowners with private inholdings, as well as local businesses in the impacted area that indirectly benefit from increased use of the adjacent National Forest. Entry level temporary Forest Service employees or to assist in the project will gain knowledge and experience in noxious weed treatment and contract inspecting for other projects of this type or in other areas or future disaster areas where noxious weeds are an issue.

#### **B. Project Schedule**

CDBG-NDR funding is subject to strict statutory deadlines for expenditure. In accordance with section 904(c) of title IX of the Disaster Relief Appropriations Act, 2013, a Grantee is required to expend all CDBG-NDR funds within two years of the date that HUD signs the grant agreement. Consistent with this duty, the Partner is required to complete all CDBG-NDR assisted activities identified in section II.A above within 24 months.

The Partner agrees to implement the following:

Activity#1 – Reforestation Site Prep and tree planting will occur when the ground and climate are suitable for activities after receipt of the funds (estimated March 2016)

Activity#2 – Fuel Breaks planning will start as soon as the funds are received. Implementation will begin after the fire season (estimated October 2016).

Activity#3 – Biomass Removal will commence as soon as the funds are received and the ground and climate allow.

Activity #4 – Rangeland Infrastructure will begin in May 2016, the beginning of field season.

Activity #5 – Noxious Weed Removal will begin May of 2016

### III. BUDGET

#### Budget for Activity #1, Reforestation

Treatment	2016: Acres	2016: Cost/Acre	2016 Costs	2017: Acres	2017: Cost/Acre	2017 Costs	Total Acres	Total Costs
Hand cut	839	750	\$629,250	722	775	\$559,550	1,561	\$1,188,800
Jackpot burn	839	650	\$545,350	674	670	\$451,243	1,513	\$996,593
Feller-buncher: bunch only	1,278	450	\$575,100	3,339	470	\$1,569,330	4,617	\$2,144,430
Masticate (shred)	88	650	\$57,200	264	670	\$176,748	352	\$233,948
Machine pile	1,495	430	\$642,850	826	450	\$371,700	2,321	\$1,014,550
Pile burn	3,248	200	\$649,600	6,037	225	\$1,358,325	9,285	\$2,007,925
Machine pile, and/or deep till & forest cultivator	475	550	\$261,250	1,872	575	\$1,076,400	2,347	\$1,337,650
Manually apply herbicide for site prep	0	450	\$0	4,232	475	\$2,010,200	4,232	\$2,010,200
Seed/Sow: per pound of seed NOT per acre	26 lbs	na	\$6,500	304 lbs	na	\$76,000	330	\$82,500
Seedlings: NOT by acre	142,500	na	\$57,000	1,668,000	na	\$667,200	1,810,500	\$724,200
Plant	0	350	\$0	475	375	\$178,125	475	\$178,125
Manually apply herbicide for 1st- year release	0	450	\$0	475	475	\$225,625	475	\$225,625
Stake-Row survival exam, 1st year	0	225	\$0	475	250	\$118,750	475	\$118,750
<b>Total</b>	<b>8,262</b>		<b>\$3,424,100</b>	<b>19,391</b>		<b>\$8,839,196</b>	<b>27,653</b>	<b>\$12,263,296</b>

#### Budget for Activity #2, Fuel Breaks

##### Fuel Break Projects

Highway 108 North (123 acres) - \$150,300  
 Rim Fire Footprint (1,615 acres) - 1,775,400  
 Rim Contingency Line (658 acres) - \$793,800  
 Corcoran/Rim Truck West (338 acres) - \$408,300  
 Long Shanahan (903 acres) - \$993,300

Rim Truck East (730 acres) - \$900,000  
 Wagner Ridge (200 acres) - \$240,000

General Project Costs

- \$1,100/acre
- Archeological Records Check
- Environmental Documentation Filing
- Preparation of Environmental Documents (variable due to project size)
- Project Management and Contract Administration (variable due to project size)
- Monitoring

**Budget for Activity #3, Biomass Removal**

Contracting Cost (Payment per acre to Biomass Contractor):	\$15,200,000
Includes cutting, skidding, chipping and hauling Biomass, offset by value of product	
Forest Service personnel costs:	\$265,000
Includes project layout, contract preparation, administration and monitoring	
Forest Service vehicles and supplies:	\$20,000
<b>Total Project Cost</b>	<b><u>\$15,485,000</u></b>

**Budget for Activity #4, Range Infrastructure**

Range Project A

Project Component	Cost Type	Description	Cost detail	Estimated Cost
Reconstruct fences	Labor	12 person crew (CCC, inmates, SCA, Americorps or FS)	12 person crew 8 days/1 mile @ \$6000/day x 8 days = \$48,000/mile	\$888,000
	Materials	1 mile fence materials: 528 posts x \$6/post 11 braces x \$40/brace 12 rolls wire x \$80/roll	Posts \$3100/mile, braces \$440/mile Wire \$960/mile \$4500/mile x 18.5 miles	\$83,250
Replace troughs	Labor	Skilled contractor	Skilled labor \$75/hour 16 hours/trough = \$1200 X 5 troughs = \$6000	\$6,000
	Materials	\$400/trough + \$200 pipe, fittings = \$600/trough	X 5 troughs = \$3000	\$3,000
	Heavy Equipment	Heavy Equipment Operator Contract to transport and place water troughs	\$15,000 estimate	\$15,000

<b>Administer Project</b>	Oversight	GS-11 Range Specialist for project coordination and oversight	10 days X \$360/day	\$3,600
	Contracting	GS-11 Contracting Officer's Representative for contract administration	20 days X \$375/day	\$7,500
<b>Total</b>				<b>\$1,006,350</b>

## Range Project B

Project Component	Cost Type	Description	Cost detail	Estimated Cost
<b>Environmental Analysis</b>	Planning	Core ID team of 7 GS-11 specialists, 10 days each	GS 11 \$325/day \$325 x 7 = \$2275	\$22,750
	Surveys	3, 4 person (GS-7) crews \$1000/day, 10 days	\$1000/day x 4 crews \$4000 x 10 days	\$40,000
<b>Reconstruct fences</b>	Labor	12 person crew (CCC or similar)	12 person crew 8 days/1 mile @ \$6000/day x 8 days = \$48,000/mile	\$480,000
	Materials	1 mile fence materials: 528 posts x \$6/post 11 braces x \$40/brace 12 rolls wire x \$80/roll	Posts \$3100/mile, braces \$440/mile Wire \$960/mile \$4500/mile x 13 miles	\$58,500
<b>Replace troughs/ install new troughs</b>	Labor	Skilled contractor	Skilled labor \$75/hour 8 hours/trough = \$600 X 4 troughs = \$18000	\$18,000
	Materials	\$400/trough + \$200 pipe, fittings	\$600/trough X 4 troughs = \$2400	\$2400
	Heavy Equipment	Heavy Equipment Operator Contract to transport and place water troughs and cattleguards	\$25,000 estimate	\$25,000
<b>Construct Corrals</b>	Labor	Skilled contractor and assistant	Skilled labor \$200/hour 100 hours/corral \$20000/corral x 2 corrals	\$40,000
	Materials	Hardware \$600/corral Lumber \$6000/corral	Hardware - \$1200 Lumber - \$12000	\$26,400
<b>Administer Project</b>	Oversight	GS-11 Range Specialist for project coordination and oversight	10 days X \$360/day	\$3,600
	Contracting	GS-11 Contracting Officer's Representative	20 days X \$375/day	\$7,500
<b>Total</b>				<b>\$724,150</b>

**Total for Range A&B= 1,730,500**

### Budget for Activity #5, Noxious Weed Removal

Rim Reforestation Weed treatment				
Item	unit cost	unit	total units	Total item cost
Contract	\$ 400.00	acre	5000	\$ 2,000,000.00
FS- Pesticide Coordinator GS-12	\$ 400.00	day	5	\$2,000.00
Botanist, GS-9 (2)	\$ 325.00	day	50	\$16,250.00
COR/inspector GS-7 (4)	\$ 200.00	day	350	\$70,000.00
COR/inspector GS-5 (4)	\$ 175.00	day	350	\$61,250.00
vehicles	\$ 0.50	mile	25000	\$12,500.00
supplies (PPE: coveralls, gloves, eyewear)	\$ 200.00	person	10	\$2,000.00
USFS Regional Office and Forest admin support	0.04	percent		\$86,560
<b>Total</b>				<b>\$2,250,560.00</b>

#### IV. SPECIAL CONDITIONS

*[This section of the Agreement can be used by the Applicant (California) to include special conditions specific to the particular activity or Partner (Forest Service).]*

#### V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### VII. WAIVER

The Applicant's failure to act with respect to a breach by the Partner does not waive its right to act with respect to subsequent or similar breaches. The failure of the Applicant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**VIII. ENTIRE AGREEMENT**

This Agreement between the Partner and the Applicant for the use of CDBG-NDR funds, supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Partner and the Applicant/Grantee with respect to this Agreement. By way of signing this agreement, the Partner is bound to perform the agreements within this agreement or any HUD approved amendment thereof. Any amendment to this agreement must receive prior approval by HUD.

OCT 22 2015

Date \_\_\_\_\_

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

[Applicant]

By [Signature]  
Deputy Director

[Partner]

By [Signature]  
Title Deputy Regional Forester



OFFICE OF THE GOVERNOR

October 21, 2015

Secretary Julián Castro  
U.S. Department of Housing and Urban Development  
451 7th Street, S.W.  
Washington, DC 20410

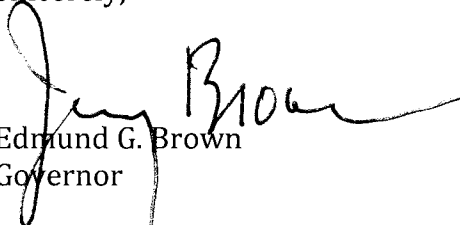
Dear Secretary Castro:

So far this year in California, 5,000 wildfires have destroyed over 300,000 acres of land. Disease and drought have resulted in 100 million dead and dying trees across the State, all ready to fuel the next fire. This is a harbinger of the future, for which we must plan and prepare.

California's application to the Department of Housing and Urban Development's National Disaster Resilience Competition is about recovery from devastating wildfire, and, more importantly, reduction of and resilience to future fires. Our proposal, developed with and for Tuolumne County, site of the massive 2013 Rim Fire, combines forest and watershed health projects with new economic opportunities and investments in community resilience. Created through a partnership among State agencies, Tuolumne County, and the U.S. Forest Service, the proposal pilots innovative financing tools and resilience strategies replicable throughout California and the West.

The Rim Fire, while devastating, is no longer unique. California seeks HUD's help and partnership in building a model for recovery, resilience, and regrowth.

Sincerely,



Edmund G. Brown  
Governor





# United States Senate

WASHINGTON, DC 20510

October 22, 2015

The Honorable Julián Castro  
Secretary  
U.S. Department of Housing and Urban Development  
451 7th Street S.W.,  
Washington, DC 20410

Dear Secretary Castro:

We are writing to you today in support of California's submission to the National Disaster Resilience Competition (NDRC).

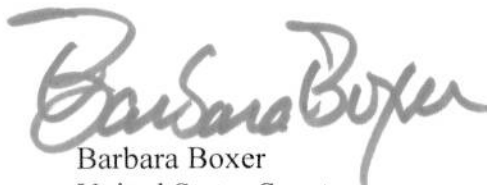
California has developed an application to support recovery from the 2013 Rim Fire, the third largest wildfire in the State's history – and the largest to occur in a forested landscape. The fire burned over 250,000 acres of primarily national forest land, but also burned in Yosemite National Park and on private timber plantations.

California's NDRC application proposes the implementation of a Community and Watershed Resilience Program that will combine investments in forest and watershed health with the development of new economic opportunities and investments in community resilience. The program has been developed through a strong partnership between state agencies, Tuolumne County, and the U.S. Forest Service.

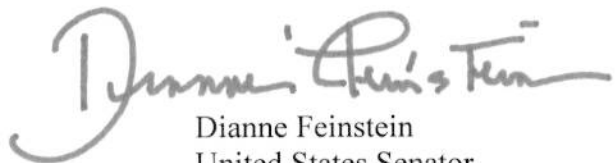
Unfortunately, events like the Rim Fire have occurred with increasing frequency under historic drought conditions. So far in 2015, California has experienced over 5,000 wildfires that have destroyed over 300,000 acres of land. Investment in the proposed program will have immediate application throughout the state and will provide a model for resilience and preparedness for the nation.

Thank you for consideration of California's application. We applaud your agency's innovative approach to supporting resilience and look forward to working with you to realize its potential in California communities.

Sincerely,



Barbara Boxer  
United States Senator



Dianne Feinstein  
United States Senator

TOM McCLINTOCK  
4TH DISTRICT, CALIFORNIA

2331 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-2511

2200A DOUGLAS BOULEVARD, SUITE 240  
ROSEVILLE, CA 95661  
(916) 786-5560

Congress of the United States  
House of Representatives  
Washington, DC 20515-0504

COMMITTEE ON  
NATURAL RESOURCES  
SUBCOMMITTEE ON FEDERAL LANDS  
CHAIRMAN  
SUBCOMMITTEE ON  
WATER, POWER, AND OCEANS  
COMMITTEE ON THE BUDGET

October 19, 2015

The Honorable Julian Castro, Secretary  
United States Department of Housing and Urban Development  
451 7<sup>th</sup> Street SW  
Washington, DC 20410

RE: National Disaster Resilience Competition

Dear Secretary Castro:

I write in support of the State of California's application to the National Disaster Resilience Competition (NDRC), as appropriated by the Disaster Relief Appropriations Act of 2013 under the Community Development Fund.

If awarded, the State of California intends to use the funds to support recovery from the devastating impacts caused by the 2013 Rim Fire, which burned over 250,000 acres of land. The Rim Fire's primary burn scar and evacuation centers fall within Tuolumne County, which I represent as part of the Fourth Congressional District. Specifically, NDRC funding would be used to implement the Community Watershed Resilience Program.

The Disaster Relief Appropriations Act of 2013 provides for supplementary relief funding for eligible disasters. On June 22, 2015, HUD announced that California was selected as a finalist for the NDRC award. I believe that California's application is consistent with the criteria for this grant award and highly competitive on its merits.

Thank you for your consideration. Should you have any questions, please contact Adam Pugh at my office, at (202) 225-2511.

Sincerely,



Tom McClintock

**Congress of the United States**  
**Washington, DC 20515**

October 22, 2015

The Honorable Julián Castro  
Secretary  
U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street S.W.  
Washington, DC 20410

Dear Secretary Castro:

On behalf of the California Congressional Delegation we urge you to support California's submission to the National Disaster Resilience Competition (NDRC).

California has developed its application to support recovery from the 2013 Rim Fire, the third largest wildfire in the State's history – and the largest to occur in a forested landscape. The fire burned over 250,000 acres of primarily national forest land, but also burned in Yosemite National Park and on private timber plantations. California's NDRC application proposes the implementation of the Community and Watershed Resilience Program. The proposed program combines investments in forest and watershed health with the development of new economic opportunities and investments in community resilience. The program has been developed through a robust partnership between State agencies, Tuolumne County, and the U.S. Forest Service. The program puts in place critical partnerships, pilots innovative financing tools, and will be replicable throughout California and other Western States.

As we are sure you are aware, events like the Rim Fire have occurred with increasing frequency under the State's historic drought conditions. In 2015 alone, the State has experienced over 5,000 wildfires that have destroyed over 300,000 acres of land. Investment in the State's proposed programs will have immediate application throughout the State and will provide a model for resilience and preparedness for the nation.

Thank you for your consideration of California's application. We applaud HUD's innovative approach to supporting resilience and look forward to working with you to realize its potential in California communities.

Sincerely,



Ken Calvert  
Chairman  
CA Republican Congressional Delegation



Zoe Lofgren  
Chairwoman  
CA Democratic Congressional Delegation