

# National Disaster Resiliency Competition (NDRC)

## HCD NDRC Application Certifications

Partnership Documentation:

California Conservation Corp.

Sierra Nevada Conservancy

EXHIBIT F

The undersigned, The Department of Housing and Community Development, as grantee, does hereby certify and agree to the following:

- a. The grantee certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within its jurisdiction and take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard (see 24 CFR 570.487(b)(2) and 570.601(a)(2)). In addition, the grantee certifies that agreements with subrecipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).
- b. The grantee certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The grantee certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
- d. The grantee certifies that the Community Development Block Grant National Disaster Resilience application is authorized under State and local law (as applicable) and that the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG–NDR funds, possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this NOFA.
- e. The grantee certifies that activities to be administered with funds under this NOFA are consistent with its Application.
- f. The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this NOFA.
- g. The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- h. The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each UGLG receiving assistance from a State grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- i. Each State receiving a direct award under this Notice certifies that it has consulted with affected UGLGs in counties designated in covered major disaster declarations in the non-entitlement, entitlement, and tribal areas of the State in determining the uses of funds, including method of distribution of funding, or activities carried out directly by the State.

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j. The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in the aftermath of an event occurring in 2011, 2012, or 2013, pursuant to the Stafford Act.

(2) With respect to activities expected to be assisted with CDBG–NDR funds, the

Application has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families.

(3) The aggregate use of CDBG–NDR funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons, unless waived by HUD based on a finding of compelling need.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG–NDR grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

k. The grantee certifies that it (and any subrecipient or recipient)) will conduct and carry out the grant in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

l. The grantee certifies that it has adopted and is enforcing the following policies. In addition, a State receiving a direct award must certify that it will require any UGLG that receives grant funds to certify that it has adopted and is enforcing:

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(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

m. Each State or UGLG receiving a direct award under this Notice certifies that it (and any subrecipient or recipient) has the capacity to carry out the activities proposed in its Application in a timely manner; or the State or UGLG will develop a plan to increase capacity where such capacity is lacking.

n. The grantee will not use grant funds for any activity in an area delineated as a special flood hazard area or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

o. The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

p. The grantee certifies that it will comply with applicable laws.

q. The grantee certifies that it has reviewed the requirements of this NOFA and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive Web sites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

Dated this 20<sup>th</sup> day of October 2015.

California Department of  
Housing and Community Development

Signature: 

Printed: Laura Whittall-Scherfee

Title: Deputy Director  
Division of Financial Assistance

**CALIFORNIA CONSERVATION CORPS**

**Executive Office**

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**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:

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**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**

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*[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