

WORKFORCE ALLIANCE OF THE NORTH BAY (AGENCY)
TRIBAL ECORESTORATION ALLIANCE
(TERA)

SUBRECIPIENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of this 1st day of October, 2024, contingent on HUD-CDBG-DR funding award by and between the WORKFORCE ALLIANCE OF THE NORTH BAY, a joint powers agency, hereinafter "AGENCY," and the TRIBAL ECO RESTORATION ALLIANCE, hereinafter referred to as "PARTNER."

AMENDMENT #2

RECITALS

WHEREAS, AGENCY is a Joint Powers Agency, a public entity that can enter into agreements;

WHEREAS, AGENCY will submit an application for funding of a Community Development Block Grant - Disaster Recovery, Workforce Development Program. If AGENCY is successfully awarded, it will be referred to as AGENCY, APPLICANT, SUBRECIPIENT, or, GRANTEE;

WHEREAS, AGENCY desires to partner with a training organization to provide a community-based wildfire resilience training program in Lake County;

WHEREAS, PARTNER currently operates a training program that can be expanded to train a greater number of trainees focused on Lake County low income residents;

WHEREAS, PARTNER warrants that it is qualified and competent to render the aforesaid training services and is willing to provide such services to AGENCY under the terms and conditions set forth herein.

WHEREAS, Both AGENCY and PARTNER will fully, and in good faith move toward the execution of this agreement should grant funding be awarded by the Housing and Community Development Department CDBG-DR; and that each agency will go through its legal and board process to execute;

WHEREAS; The AGENCY will pass through funding from the CDBR-DR award to the PARTNER on a reimbursement basis to fund the expanded workforce development activities costs;

WHEREAS; Both AGENCY and PARTNER wish to amend the agreement to incorporate enhanced expectations regarding participant management and to establish a more detailed and structured training schedule. Participant numbers, term of agreement and milestones were amended to align with the standard agreement on file;

WHEREAS; Both AGENCY and PARTNER wish to amend the agreement to extend the expiration date of the agreement to December 31, 2026, amend EXHIBIT B1 BUDGET & COMPENSATION, and amend EXHIBIT C MASTER GRANT AGREEMENT to reflect line item transfers as requested by PARTNER. There are no changes to the maximum budget of \$3,991,654 and all other exhibits to the agreement remain as is;

TERMS

NOW, THEREFORE, for and in consideration of the Agreement the AGENCY and PARTNER agree as follows:

1. Term of the Agreement.

The term of this Agreement shall commence, contingent on award from the State of California Department of Housing and Community Development, Community Development Block Grant – Disaster Recovery, for Workforce Development Program 2024 grant award, on October 1, 2024. The agreement shall terminate upon completion of the grant on December 31, 2026, unless terminated earlier in accordance with M-1 (Termination for Convenience), or M-3 (Termination for Cause) of Exhibit D attached hereto and by this reference made a part hereof “Fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Scope of Services.

PARTNER agrees to provide all services described in Exhibit A attached hereto and by this reference made a part hereof.

3. Compensation.

- a. In consideration of PARTNER's fulfillment of the promised work, AGENCY shall pay PARTNER for those services as set forth in Exhibit A and by this reference incorporated herein. Said promise shall remain in effect for the entire Agreement term. PARTNER will submit payment requests for reimbursement (Financial Reports) to the AGENCY monthly. AGENCY will provide reimbursement compensation within 45 days of receiving the payment requests. Invoices with errors will extend this deadline until a corrected invoice is received.

- b. Maximum Cost to AGENCY. Notwithstanding subparagraph (a), in no event will claims for reimbursement or consideration of cost to the AGENCY exceed the maximum sum of \$3,991,654.23 as outlined in Exhibit B, however, such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Should the funding award as described in this Agreement be reduced or increased, PARTNER agrees that this maximum cost to AGENCY may be amended by written notice from AGENCY to reflect that reduction or increase, constituting a "unilateral amendment" to the agreement. As stated in Exhibit B, individual line items have maximum costs that AGENCY will not reimburse beyond without an approved budget transfer.

4. Method of Payment.

All payments for compensation and reimbursement for expenses shall be made upon presentation of itemized invoice by PARTNER to AGENCY for actual expenses on a monthly basis. The itemized invoice shall indicate, at a minimum, PARTNER's name, address, Taxpayer Identification Number, itemization of expenses as outlined in Exhibit B. The final invoice must be submitted within 30 days of completion of the scope of services.

5. Work Product/Pre-Existing Work of Partner

AGENCY shall be entitled to use any and all work product resulting from this Agreement, and PARTNER hereby grants AGENCY an irrevocable, non-exclusive and royalty-free license to use, copy, publish, reproduce, and make derivative use of the same. Any pre-existing work product or product developed by other funding that is utilized within the scope of this work (Exhibit A) remains the exclusive property of the PARTNER.

Recognizing that Article 31 of the UN Declaration of the Rights of Indigenous peoples states that "Indigenous peoples have the right to maintain, control, protect, and develop their cultural heritage, traditional knowledge and traditional cultural expressions, as well as the manifestations of their sciences, technologies and cultures, including human and genetic resources, seeds, medicines, knowledge of the properties of fauna and flora, oral traditions, literatures, designs, sports, and traditional games and visual performing arts. They also have the right to maintain, control, protect, and develop their intellectual property over such cultural heritage, traditional knowledge, and traditional cultural expressions."

6. Compliance with Laws.

In the performance of this Agreement, PARTNER shall observe and comply with all applicable Federal, State and local laws, ordinances, and Codes.

7. Insurance

PARTNER shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

- a. Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, PARTNER shall provide workers' compensation insurance for the performance of any of PARTNER'S duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide AGENCY with certification of all such coverages.
- b. Commercial General Liability. The PARTNER shall maintain a commercial

general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The AGENCY shall be named as an additional insured on the general commercial liability policy.

- c. Commercial Automobile Liability Insurance. Where the services to be provided under this Agreement involve or require the use of any type of vehicle by PARTNER, PARTNER shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.
- d. Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of PARTNER arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
- e. Inclusion in Subcontracts. PARTNER agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this section.
- f. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, AGENCY may suspend payment to the PARTNER for any services provided during any time that insurance was not in effect and until such time as the PARTNER provides adequate evidence that PARTNER has obtained the required coverage.

8. No Waiver.

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9. Notices.

All notices required or authorized by this Agreement shall be in writing and shall be delivered by email, in person or by deposit in the United States mail, by first class mail, postage prepaid. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be presumed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

AGENCY

Bruce Wilson, Executive Director
Workforce Alliance of the North Bay
PO Box 247
Napa, CA 94558
bwilson@workforcealliancenorthbay.org

PARTNER

Lindsay Dailey
Tribal EcoRestoration Alliance
PO Box 1058 / 1845 E. Highway 20
Upper Lake CA 95485
lindsay@tribalecorestoration.org

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

PARTNER:

By: *Lindsay Dailey*
Lindsay Dailey (Jun 29, 2026 13:39:15 PDT)
Lindsay Dailey, Executive Director
Tribal Eco Restoration Alliance

AGENCY:

By: *Dennis Rodoni*
Dennis Rodoni (Jun 29, 2026 13:33:48 PDT)
Dennis Rodoni, President
Workforce Alliance of the North Bay

APPROVED TO FORM AGENCY:

By: *Deidre K. Smith*
Deidre K. Smith (Jun 30, 2026 15:42:48 PDT)
Deidre K. Smith, Counsel
Workforce Alliance of the North Bay

ATTEST:

By: *Taylor Swain*
Taylor Swain, Clerk
Workforce Alliance of the North Bay

**EXHIBIT B1
BUDGET & COMPENSATION**

The budget table below is the maximum amount reimbursable for each line item. PARTNER may request a budget transfer in writing to AGENCY by email with both the current and requested budgets and a narrative explaining the reasons behind the requested changes. Budget transfers made this way must be approved by the AGENCY Executive Director, Bruce Wilson, in writing by email or letter.

Line Item Description	Budget Maximum
PUBLIC SERVICE DIRECT COSTS	
Salaries & Wages	\$425,185
Benefits	\$147,507
Instructors	\$45,000
Supplies	\$106,389
Travel	\$4,900
Equipment	\$125,000
SUPPORTIVE SERVICES	
Work Wear and Gear	\$66,250
Participant Supportive Services	\$51,250
TOTAL PUBLIC SERVICE DIRECT COSTS	\$971,481
PUBLIC FACILITIES DIRECT COSTS (PROPERTY ACQUISITION & OPERATING/MAINTENANCE)	
Property Acquisition	\$2,003,961
Property Acquisition Fees	\$9,519
Salaries & Wages	\$155,898
Benefits	\$66,068
Contracted Positions	\$152,818
Property Supplies	\$99,300
Property Improvements	\$373,565
Travel	\$3,881
Insurance	\$51,765
Utilities	\$18,000
TOTAL PUBLIC FACILITIES DIRECT COSTS	\$2,934,775
DE MINIMIS RATE (10% OF PUBLIC SERVICE DIRECT COSTS NOT INCLUDING SUPPORTIVE SERVICES)	\$85,398
GRAND TOTAL	\$3,991,654

**EXHIBIT C
STANDARD AGREEMENT**

PARTNER agrees to follow all terms, conditions, and requirements of the standard agreement between HCD and AGENCY, attached herein.

CDBG-DR Subgrant Agreement_Amendment #2 - WANB - TERA

Final Audit Report

2026-06-30

Created:	2026-06-29
By:	Taylor Swain (tswain@workforcealliancenorthbay.org)
Status:	Signed
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"CDBG-DR Subgrant Agreement_Amendment #2 - WANB - TER A" History

-  Document created by Taylor Swain (tswain@workforcealliancenorthbay.org)
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-  Document emailed to Deidre Smith (deidre.smith@marincounty.gov) for signature
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Document e-signed by Lindsay Dailey (lindsay@tribalecorestoration.org)

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Email viewed by Deidre Smith (deidre.smith@marincounty.gov)

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Email viewed by Deidre Smith (deidre.smith@marincounty.gov)

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Signer Deidre Smith (deidre.smith@marincounty.gov) entered name at signing as Deidre K.Smith

2026-06-30 - 10:42:46 PM GMT



Document e-signed by Deidre K.Smith (deidre.smith@marincounty.gov)

Signature Date: 2026-06-30 - 10:42:48 PM GMT - Time Source: server - Signature Appearance Selected: TYPE



Agreement completed.

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