

**PARTNERSHIP AGREEMENT
CITY OF FRESNO, CALIFORNIA**

This Partnership Agreement (the “Agreement”) is made and entered into, effective on [redacted] (the “Effective Date”), by and between the following entities:

The City of Fresno (the “Lead Applicant”), a California municipal corporation
and

[Name of Statutory Partner] (the “Statutory Partner”), [Type of organization]

The Partners of this Agreement commit to the following:

I. Name

- a. The Partners are executing this document to create a Partnership. This Partnership will be known as the [redacted] (the “Partnership”).

II. The Partnership

- a. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency (EPA) Community Change Grant (CCG).
- b. The terms and conditions of their Partnership will be outlined in this Agreement.
- c. The Partnership will be in effect on [redacted].
- d. The Partnership will only be terminated as outlined in this Agreement.
- e. The Partnership will be governed under the laws of the state of California.
- f. The Partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.

III. Roles of the Partners

- a. The City of Fresno shall be the Lead Applicant of the CCG proposal. If the CCG is awarded, the Lead Applicant shall:
 - i. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
 - ii. Make a subaward to the [name of Statutory Partner] in the amount consistent with the final EPA approved grant budget.

- iii. Make sure that all subawards comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance.
 - iv. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - v. Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - vi. Be responsible for the following project-specific activities: 1. Construction of a Community Resilience Hub and surrounding site amenities including green space on the property of Sunset Community Center in Southwest Fresno. The Resilience Hub will include energy-efficient design and appliances; emergency supplies; and adequate space for community programming. 2. Additional climate resilience activities, to include air quality education; provision of air filtration and monitoring supplies; and promotion of clean transportation.
 - vii. Share decision making authority with the [name of Statutory Partner] and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- b. [Name of Statutory Partner] shall be the Statutory Partner of the CCG proposal. If the CCG is awarded, the Statutory Partner shall:
- i. Be responsible for the following project-specific activities: 1. Provide community outreach, engagement, education, and/or climate resilience services.
 - ii. Share decision making authority with the City of Fresno and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

IV. Dispute Resolution

- a. The Partners agree that should any dispute or unforeseen circumstances arise impeding the project's progress, the Partners agree to participate in good faith in a resolution process. The Partners agree to indemnify and hold harmless each other, from and against any and all losses, liabilities, damages and costs that may arise in connection to any disputes or unforeseen circumstances.
- b. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

V. Replacement of [name of Statutory Partner] as Statutory Partner

- a. In the event that the Statutory Partner wishes to voluntarily terminate this Agreement, the Statutory Partner must provide the City of Fresno with a minimum 8-week notice to allow the City of Fresno adequate time to secure a Replacement Partner.
- b. In the event that this Agreement is terminated by either Partner, the City of Fresno will be responsible for securing a replacement Statutory Partner and ensuring the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years.
- c. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

VI. End of the Partnership

- a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When [name of Statutory Partner] is replaced under the procedure listed in Section V of this agreement.
 - ii. When the CCG is completed as determined by EPA.
 - iii. When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
 - iv. When the Partnership is informed that their resubmitted application is rejected.
- b. The Partners agree to be bound by the terms of this Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

[Service Provider Name],
[Legal Identity]

By: _____
[Name], [Title]
[Department]

By: _____
Name: _____

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Date
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Date
Deputy

Addresses:

CITY:
City of Fresno
Attention: [Name], [Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
E-mail: [E-mail address]

[Title] [Street Address]
[City, State Zip]
Phone: [area code and #]
E-mail: [E-mail address]

Service
Provider:
[Service
Provider
Name]
Attention
: [Name],