# **California Strategic Growth Council logo**

# Draft Partnership Agreement Template

INSTRUCTIONS

The template provided below is available to support Applicants in developing the required draft Partnership Agreement for the Community Resilience Centers Program. The purpose of this document is to detail the governance structure, protocols, and other strategies to effectively sustain and grow the partnership. Applicants can adapt this format however they see fit or follow a different format, provided all required information is included. **Please be as specific as possible in this draft Partnership Agreement** so that the CRC Program can better assess your application.

* Naming convention: Please rename this document using the following naming convention before re-uploading it to Submittable: [Lead Applicant]\_[Proposal Name]\_[PDG or IG] Partnership Agreement
* Submission Process: Please submit the Draft Partnership Agreement (this Word document) and any supporting documentation as part of your full application submission on Submittable.
* Scoring Criteria: The CRC Program will prioritize Proposals located in and benefitting priority communities, disadvantaged unincorporated communities, tribal communities, and/or rural communities through awarding additional points in the scoring criteria. Please reference Section 9.4 Scoring Criteria of the Guidelines for more information.

**Collaborative Stakeholder Structure** should include a diverse set of stakeholders and organizations that represent the broader community. Applicants should strive to include representation across sectors, subject matter expertise, lived experience, and intergenerational perspectives to most effectively serve local communities in a culturally sensitive manner while informing project decision-making. Per statute, Collaborative Stakeholder Structures must include local residents and community-based organizations in governance and decision-making. See CRC R1 Final Guidelines [*Appendix B: Collaborative Stakeholder Structure*](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=86) for considerations and recommendations.

**If a California Native American Tribe is the Lead Applicant**, the tribe may request modifications, with justification, to one or more requirements of the Collaborative Stakeholder Structure and/or Partnership Agreement, if the proposed Project sufficiently complies with the overall goals of these requirements. These requests will be considered on a case-by-case basis, during the Post-Award Consultation Process. If a Proposal is led by a tribe, requirements for “public” meetings and sharing of information should be interpreted to apply to that tribal community, not to the public beyond that community.

**If your Project Area crosses municipal boundaries**, territory held by or for the benefit of a federally-recognized tribe, or similarly relevant jurisdictional boundaries, you are required to submit a draft Memorandum of Understanding (MOU) that outlines how all public agencies and tribal governments who collectively have jurisdiction over the entire Project Area will effectuate and manage the grant. Applicants may either submit a draft MOU separate from the required draft Partnership Agreement that outlines the Collaborative Stakeholder Structure or submit an all-encompassing MOU that defines the governance structure for both the a) CRC Project Area with multiple jurisdictions, and b) CRC Collaborative Stakeholder Structure.

If awarded, SGC may request changes to the terms of the Partnership Agreement during the post-award consultation process. The Partnership Agreement will need to be executed before the Grant Agreement is signed.

Please review [*Section 8.2: Partnership Agreement and/or MOU*](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=44)and [*Appendix B: Collaborative Stakeholder Structure*](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=85) of the Guidelines before getting started.

END OF INSTRUCTIONS

TEMPLATE

DRAFT PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR **[INSERT PROJECT NAME HERE]**

This draft Partnership Agreement for the Collaborative Stakeholder Structure for **[Insert Project Name Here]** (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2023, by and between **[Insert Names of Entities Making up the Collaborative Stakeholder Structure Here]** (each a “Partner” and collectively the “Partners”) to represent a commitment to complete a signed version by the Grant Agreement. Although titled “Partnership Agreement,” this Agreement, once finalized, will function as a Memorandum of Understanding and is not intended to be legally binding.

### General Terms and Conditions

#### 1. Background and Recitals

1. This draft Agreement is entered into pursuant to requirements of the Community Resilience Centers (CRC) Program Guidelines and **[Project Name]** proposal (“Proposal”) and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.
2. Through this draft Agreement, the Partners commit to work together to implement the projects identified in the Proposal if funded by the CRC grant. The Lead Applicant and Co-Applicants have developed the projects included in the Proposal with the understanding of the CRC program requirements and are prepared to lead and participate for the term of the CRC grant.
3. Through CRC, the California Strategic Growth Council (SGC) funds the planning, development, and implementation of neighborhood-level Community Resilience Centers that empower communities, respond to climate emergencies, and provide year-round services and programs to enhance both climate resilience and community resilience.
4. If awarded, **[Lead Applicant]** will be the Grantee responsible for the grant from SGC ("CRC Grant") to fund a range of activities within **[Project Area]** as depicted in the attachment: **[Project Area Map]**.
5. CRC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted CRC Grant Application if approved by SGC, and the Partners agree to be Co-Applicants for the CRC Grant Application.
6. SGC requires this draft Agreement to set forth the agreed upon governance structure and terms of operation required to implement the **[Project Name]** including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.
7. Parties desire to enter into this draft Agreement to establish a Collaborative Stakeholder Structure for matters pertaining to the CRC Grant and the implementation of the scope of work within the forenamed Project Area.
8. Parties acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

#### 2. Roles and Responsibilities

##### Lead Applicant

As the Lead Applicant, **[Insert Name Here]** commits to all duties and responsibilities corresponding to the Lead Applicant role under the **[Project Name]** for the term of the CRC Grant. The **[Lead Applicant]** is fully committed to the activities and deliverables of the CRC Proposal, the requirements of the CRC Grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the CRC Grant in accordance with the State of California requirements.

As Lead Applicant, the **[Lead]** responsibilities include but are not limited to:

1. Commitment to Co-Applicants
   1. Commitment to plan and implement the project schedule;
   2. commitment to work collaboratively;
   3. leverage available funds; and
   4. commitment to build equitable policies collaboratively with Partners in the Collaborative Stakeholder Structure
2. Roles and Responsibilities
   1. Coordinating all components of the CRC Proposal and processing the approval of the CRC Proposal through the SGC as may be necessary or appropriate;
   2. overseeing and coordinating the CRC Proposal project;
   3. preparing and disbursing the CRC Grant funds to Co-Applicants either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
   4. submitting all invoices and associated summary reports, and annual reports to the CRC Program staff;
   5. participating in regular check-in meetings with CRC Program staff;
   6. providing **[Lead Applicant]** staff support during the entirety of the grant term; and
   7. achieving and monitoring goals and associated indicators as defined by the CRC Proposal and the CRC Grant Guidelines.
3. Governance
   1. Sharing decision-making power with Partners in the Collaborative Stakeholder Structure;
   2. **[Please use this section to list any additional roles and responsibilities that are specific to the Lead Applicant in the governance of the Collaborative Stakeholder Structure]**
4. **[Please use this section to describe in detail additional roles and responsibilities that are specific to the proposed Project that the Lead Applicant will fulfill in the Collaborative Stakeholder Structure. What roles are specific to the Lead Applicant? What logistical and administrative actions need to be taken to complete the proposed Projects and Strategies?]**

##### Co-Applicants

Co-Applicants are responsible for implementing specific strategies stipulated within the Collaborative’s workplan, and must have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall workplan. Applicants whose Proposals contain more than one CRC facility must still be governed by one Collaborative Stakeholder Structure, although the specific Partners operating at each site may vary. If your Proposal contains multiple sites, please list the sites each Partner will be operating at.

The following entities will serve as Partners on **[Project Name]** for the term of the CRC Grant.

1. **[Name of Partner 1]**
   1. **[Description of specific roles in the Collaborative. What will they contribute? i.e.: Responsible for outreach, data collection, etc.; term: limited 1 year/2 years; Project site location, if applicable; etc.]**
2. **[Name of Partner 2]**
   1. **[Description of specific roles in the Collaborative. What will they contribute? i.e.: Responsible for outreach, data collection, etc.; term: limited 1 year/2 years; Project site location, if applicable; etc.]**
3. **[Name of Partner 3]**
   1. **[Description of specific roles in the Collaborative. What will they contribute? i.e.: Responsible for outreach, data collection, etc.; term: limited 1 year/2 years; Project site location, if applicable; etc.]**

*[Insert as many Co-Applicants as needed.]*

#### 3. Proposal Overview

**[Proposal Description and Summary]**

##### CRC Collaborative Stakeholder Structure

1. .General. **[In this section, please explain how the Collaborative Stakeholder Structure is organized. Describe the overall governance structure composition and operating processes. In doing so, describe the ways residents and community stakeholders will be involved (i.e., the formation of community seats, resident committees, etc.) and what the process will be to add or remove members. Describe what the process will be to make changes to the governance structure composition and operating processes. Applicants should avoid practices that lead to unilateral decision-making and that lack a clear mechanism for conflict resolution. In developing this language and section, Tribes’ sovereign status should be respected and upheld, if applicable. Please also share a contingency plan in the case that a Partner leaves or disbands before the end of the CRC grant term.]**
2. Collaborative Stakeholder Structure Meetings. **[In this section, please describe the meeting facilitation procedures, including the frequency of meetings, minimum number of meetings open to the public, means for publishing meeting agenda and notes for public access, with consideration for location, virtual access, and language access. Partners should meet to discuss the governance of the Collaborative Stakeholder Structure on a schedule to be decided by the Collaborative Stakeholder Structure.]**
3. Public Meetings. **[In this section, please describe the meeting facilitation procedures, including the frequency of meetings, minimum number of meetings open to the public, means for publishing meeting agenda and notes for public access, with consideration for location, virtual access, and language access.]**
4. Decision-Making and Dispute Resolution. **[In this section, please explain the transparent and specific decision-making processes and ways the Collaborative Stakeholder Structure will handle disputes. Demonstrate how community-based organizations and community residents will be involved in the governance and decision-making process for the Project throughout the grant term.]**

#### 4. Legal and Financial Considerations

The **[Lead Applicant]** will maintain legal, fiscal, and fiduciary responsibilities, including managing grant funds in accordance with SGC regulations, policies, and guidelines. The **[Lead Applicant]** is responsible for the development and submission of all reports to CRC Program staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.

##### Legal Relationship

**[In this section, please explain the process and detail regarding any legal relationships. I.e., Nonperformance, Term and Termination, Conflict of Interest, etc.]**

##### Financial Relationship

**[In this section, please explain the process and detail regarding any financial relationships between the Grantee and Partners, such as reimbursement terms and process.]**

The **[Lead Applicant]** and each Co-Applicant shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Stakeholder Structure. The **[Lead Applicant]** does not assume liability for any third-party claims for damages arising out of this Agreement and each Co-Applicant does not assume liability to SGC for damages arising out of this Agreement.

#### 5. Equal Opportunity

The **[Lead Applicant]** and Co-Applicants are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee’s protected status. The **[Lead Applicant]** and Co-Applicants will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The **[Lead Applicant]** will take prompt and effective remedial action upon discovery of such conduct.

#### 6. Miscellaneous Provisions

This Agreement may be revised during Post-Award Consultation or upon written agreement of the parties to comply with all administrative, statutory, and CRC Program requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

**Signatures are not required by time of application but will be required to execute the Partnership Agreement before the Grant Agreement.**

IN WITNESS, WHEREOF, the parties hereto have executed this draft Partnership Agreement on \_\_\_\_\_\_\_\_\_\_\_, 2023.

**Lead Applicant Signature Line**

*[Insert name of Lead Applicant, name of authorized signatory and their role in the organization.]*

**Co-Applicant 1 Signature Line**

*[Insert name of co-applicant, name of authorized signatory and their role in the co-applicant's organization.]*

**Co-Applicant 2 Signature Line**

*[Insert name of co-applicant, name of authorized signatory and their role in the co-applicant's organization.]*

**Co-Applicant 3 Signature Line**

*[Insert name of co-applicant, name of authorized signatory and their role in the co-applicant's organization.]*

\*Note: Insert as many Co-applicant signature lines as needed. All parties to this agreement should sign.

**END OF DOCUMENT**