# **Partnership Agreement Template**

**Instructions:** This template is available to support applicants to the Regional Climate Collaboratives Program develop the Partnership Agreement for the Full Proposal. The purpose of this document is to detail the governance structures, 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 if all required information is included and clearly addresses the instructions in the bolded brackets. Please review the following two sections of the guidelines before getting started:

* *II. Before Applying - B. Collaborative Partnership Structure*
* *III. Preparing and Submitting an Application - D. Scoring Criteria*

Please note that applicants can submit the Partnership Agreement as an unsigned draft. Awarded applicants will be required to provide a final signed version during the Post Award Consultation process. The signed version will be incorporated into the Grant Agreement.

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

This Partnership Agreement for the Collaborative Partnership 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 Partnership Structure Here] (**collectively referred to as the “Parties” or “Partners”). Although titled “Partnership Agreement,” this Agreement functions as a Memorandum of Understanding and is not intended to be legally binding.

## **General Terms and Conditions**

### **1. Background and Recitals**

A. This Partnership Agreement is entered into pursuant to requirements of the Regional Climate Collaboratives (RCC) Program and **[Project Name]** proposal (“Proposal”) and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.

B. Through this Agreement, the Partners commit to work together to implement the projects identified in the Proposal if funded by the RCC grant. The Managing Partner and Partners have developed the projects included in the Proposal with the understanding of the RCC program requirements and are prepared to lead and participate for the term of the RCC grant.

C. Through the Regional Climate Collaboratives Program, the California Strategic Growth Council (SGC) funds community-rooted and cross-sectoral partners to form a collaborative and conduct capacity building activities that will strengthen local coordination, leadership, knowledge, and skills to increase access to funding and implement multi-benefit climate mitigation, adaptation, and resiliency projects.

D. If awarded, **[Managing Partner]** will be the Grantee responsible for the grant from SGC ("RCC Grant") to fund a range of capacity building activities within **[List the names of the Communities of Focus]** in **[Region]** as depicted in the attachment: **[Project Area Map]**.

E. RCC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted grant application ("RCC Grant Application"), and the Partners agreed to be Co-Applicants for the RCC Grant Application.

F. SGC requires this 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.

G. Parties desire to enter into this Agreement to establish a Collaborative Partnership Structure for matters pertaining to the RCC Grant and the implementation of the scope of work within the forenamed Communities of Focus within **[Region]**.

H. Parties acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process among the Collaborative and in consultation with SGC.

I. This Agreement is entered into pursuant to requirements of the RCC Program and **[Project Name]** (“RCC Proposal”) and memorializes basic terms to govern the planning and implementation of the scope of work included in the RCC Proposal.

### **2. Roles and Responsibilities**

#### **2.1 Managing Partner**

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

The **[Managing Partner]** was selected to serve as Managing Partner because **[Please describe why the organization is the best fit for this role].** As Managing Partner, **[Insert Organization Name Here]** will **[Provide description of the** **responsibilities the Managing Partner will fulfill in the Collaborative Partnership Structure, including how they will manage and verify the implementation of the workplan and coordinate advanced payment and invoicing].**

The RCC Proposal implementation will be managed in **[location and description]**.

#### **2.2 Partners**

Partners are responsible for implementing specific capacity building tasks 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.

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

1. **[Name of Partner 1]**
   1. **[Description of role in the Collaborative]**
2. **[Name of Partner 2]**
   1. **[Description of role in the Collaborative]**
3. **[Name of Partner 3]**
   1. **[Description of role in the Collaborative]**

[Insert as many Partners as needed.] The description for each Partner should be distinct.

#### **2.3 Proposal Overview**

**[Proposal Description and Summary]**

#### **Collaborative Partnership Structure**

2.3.1 General. **[In this section, please explain how the Collaborative Partnership Structure is organized. In doing so, describe the ways the Collaborative anticipates involving residents (i.e., the formation of community seats, resident committees, etc.) and proposed processes to add or remove members. Please also share how the Collaborative would approach a situation in which a Partner leaves or a Partner organization disbands before the end of the RCC grant term.]**

2.3.3 Decision-Making and Dispute Resolution.

The Collaborative agrees to establish consensus-oriented decision-making processes and will further refine these through development of the RCC Action Plan, if awarded. **[In this section, please give examples of the types of decision-making processes and dispute resolution methods the Collaborative would deploy].**

### **3. Legal and Financial Considerations**

The **[Managing Partner]** will maintain legal, fiscal and fiduciary responsibilities, including managing grant funds in accordance with SGC regulations, policies and guidelines. The **[Managing Partner]** is responsible for the development and submission of all reports to SGC.

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

### **4. Equal Opportunity**

The **[Managing Partner]** and Partners 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 **[Managing Partner]** and Partners 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 **[Managing Partner]** will take prompt and effective remedial action upon discovery of such conduct.

### **5. Miscellaneous Provisions**

This Agreement may be revised during Post-Award Consultation or upon written agreement by the Partners to comply with all administrative, statutory, and RCC Program requirements, and it must be signed before an awarded applicant can execute the RCC Grant. 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.

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