

STATUTORY PARTNERSHIP AGREEMENT

between
The County of Contra Costa and
Urban Tilth

This Statutory Partnership Agreement (“Agreement”) by and between the County of Contra Costa (“Lead Applicant”), and Urban Tilth, a California nonprofit corporation (“Statutory Partner”) and together with Lead Applicant, (the “Partners”) dated August 6, 2024, (“Effective Date”) is being created to identify the roles and responsibilities of the Partners supporting the build out of the North Richmond Community Resilience Initiative (the “Project”).

RECITALS

WHEREAS, the relationship between the Partners has been established and this Agreement entered into in connection with the U.S. Environmental Protection Agency’s (“EPA”) Environmental and Climate Justice Community Change Grants Program (“CCGP”) and the related Notice of Funding Opportunity (“NOFO”) requiring a Statutory Partnership Agreement for grant eligibility; and

WHEREAS, the Statutory Partner is a California Nonprofit Public Benefit Corporation and is active on the California Secretary of State’s records and is authorized to exercise all its powers, rights, and privileges in California as shown on the Secretary of State Certificate of Status dated July 31, 2024, and its status on the California Office of the Attorney General Registry lists that its Registry Status is “Current – In Process;” and

WHEREAS, the Partners wish to agree to certain terms and conditions that will govern the roles and responsibilities of the Partners in connection with the Project; and

WHEREAS, Partners agree the purpose of this Agreement (“Purpose”) is limited to pursuance of a Grant under the EPA’s CCGP and the related NOFO and the implementation of the Project following receipt of any such Grant, and that Lead Applicant and Statutory Partner are entering into this Agreement to establish a framework for the parties to collaborate in connection with Lead Applicant seeking, obtaining, receiving, administering and implementing a Community Change Grant, to support the mission and 501(c)(3) purpose of Lead Applicant and its efforts to advance the Project in each case described further in Exhibit A, grant application.

WHEREAS, Partners intend to work together along with other collaborating partners (to be named in the CCGP Application, the “Collaborating Entities”) to apply for a Community Change Grant to fund the Project.

WHEREAS, in the event that the Partners are successful in receiving a CCG Award for the Project, they intend to work together with the Collaborating Entities to reach the successful implementation of the Project within three years of the CCG Award date.

NOW, THEREFORE, in consideration of the promises set forth above and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

Background

The Inflation Reduction Act (“IRA”) created the CCGP. The EPA administers the CCGP pursuant to Section 138 of the Clean Air Act (“CAA”), codified at 42 U.S.C. § 7438. Under this program, EPA was provided \$2.8 billion to award grants to help disadvantaged communities address a wide range of environmental and climate justice issues, and \$200 million for technical assistance related to these grants. The CCGP NOFO requires entities applying for CCGP grants to enter into a Statutory Partnership Agreement, consisting of a Lead Applicant and a Statutory Partner. A Statutory Partnership agreement must meet specified criteria, as defined in Appendix B to the NOFO. The Partners have entered into this Agreement to seek a CCGP grant to deliver on the Project.

Now, therefore, in consideration of the foregoing and the mutual promises and the covenants and agreements set forth below, the Partners agree as follows:

1. Certain Defined Terms. As used in the Agreement, the following terms shall have the following definitions:

“Agreement” has the meaning set forth in the preamble.

“Collaborating Entity” means an eligible CBO, federally recognized tribe, local government, institution of higher education, state government, territorial government, or qualifying international organization, excluding for-profit firms, individual consultants, and commercial service providers, that receives a subaward from the Lead Applicant.

“Community-Based Nonprofit Organization” or “CBO” means a nonprofit organization that supports and/or represents a community and/or certain populations within a community through engagement, education, and other related services provided to individual community residents and community stakeholders as defined in 2 C.F.R. § 200.1.

“Environmental and Climate Justice Community Change Grants Program” means the IRA-created program to award grants to disadvantaged communities to address a wide range of environmental and climate justice issues.

“Lead Applicant” means the County of Contra Costa.

“NOFO” means EPA’s Notice of Funding Opportunity issued November 21, 2023 and modified on December 21, 2023 and February 12, 2024 for the Environmental and Climate Justice Community Change Grants Program.

“Partners” has the meaning set forth in the preamble. “Project” has the meaning set forth in the preamble.

“Purpose” has the meaning set forth in the preamble.

“Statutory Partner” means Urban Tilth.

“Statutory Partnership” means a partnership between two CBOs, or between a CBO and a federally recognized tribe, local government, or an institution of higher learning.

2. Names and Addresses of the Partners

The names and addresses of the Partners are:

Lead Applicant:

The County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Statutory Partner:

Urban Tilth
323 Brookside Drive
Richmond, CA 94801

3. CCGP

- 3.1.** Lead Applicant and Statutory Partner shall abide by all applicable rules, regulations, and requirements of the CCGP. Failure of Lead Applicant or Statutory Partner to do so shall result in the termination of this Agreement, at which time Statutory Partner shall immediately repay to Lead Applicant and/or EPA all grant funds Statutory Partner received in connection with the CCGP, together with any interest or penalties that may be assessed as a result of Statutory Partner's failure to comply with applicable requirements.
- 3.2.** Without limiting the generality of the foregoing, Lead Applicant and Statutory Partner shall abide by all federal requirements pertaining to the administration of 42 U.S.C. § 7438, as it may be amended from time to time. At the request of Lead Applicant or EPA, Statutory Partner shall certify in writing to EPA that Statutory Partner has complied in all aspects with the CCGP requirements as they relate to the Project (as defined above), and such certification shall be signed by an officer of Statutory Partner.
- 3.3.** Lead Applicant intends to apply for a grant from the CCGP to support the Project.
- 3.4.** Upon receipt of any grant funding, Partners agree to work in good faith to negotiate and agree on a project development agreement to further memorialize these terms in a definitive agreement establishing specific obligations, liabilities and responsibilities of the parties beyond the general principles established in this Agreement.

4. General Roles and Responsibilities

- 4.1.** Lead Applicant. Lead Applicant shall be responsible for the receipt of federal funds from EPA and for the proper expenditure of these funds and shall bear liability for unallowable costs and responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities. This may include, but is not limited to, any of the following tasks and duties as required:
- 4.2.** Acting as a pass-through agent to provide CCGP funds to Statutory Partner and Collaborating Entities in the form of subgrants ("Subawards");
- 4.3.** Monitoring compliance with the CCGP and CCGP rules, including, but not limited to,

procurement in accordance with federal requirements and performance by Statutory Partner of ongoing obligations with CCGP funds in active use in the location specified by the CCGP grant agreement; and

- 4.4.** Assisting EPA in various other administrative tasks which may be required by the CCGP.
- 4.5.** Providing overall management of the Project, including coordinating of project activities, and working with Statutory Partner and Collaborating Entities to ensure they are meeting project milestones and budgets, and instituting corrective action if needed.
- 4.6. Statutory Partner.** Statutory Partner shall coordinate with and support Lead Applicant as necessary to ensure compliance with requirements of the CCGP. Such coordination may include, but is not limited to, any of the following tasks:
 - 4.6.1.** Complying with any and all requirements of the CCGP;
 - 4.6.2.** Maintaining any equipment purchased with CCGP funding;
 - 4.6.3.** Providing EPA and Lead Applicant with such information and certifications about the operations, performance, and location of equipment purchased or improved with CCGP funding as may be requested from time to time.
 - 4.6.4.** Accountability to Lead Applicant for proper use of EPA funding.
 - 4.6.5.** Providing organizational experience and capacity related to performing the proposed projects or similar activities (*e.g.*, experience in managing projects and activities like those in the application).
 - 4.6.6.** Providing resources, capacity, capabilities, staff (*e.g.*, a project manager and other key personnel), expertise, qualifications, and skills to perform and manage the award activities effectively during the remaining award period.
 - 4.6.7.** Utilizing cost effectiveness of the budget in terms of maximizing the share of funds used for the delivery of benefits to disadvantaged communities (both the direct costs of funds passed through for financial assistance as well as associated indirect costs to the greatest extent practicable).
 - 4.6.8.** Proposing a reasonable budget and allowability of the costs for each component / activity of the Project and their approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner to comply with the remaining project period limitation.
 - 4.6.9.** Creating a milestone schedule for the proposed projects including breakout of the project activities into phases and timeframes for completion of tasks, and the approach, procedures, and controls for ensuring that the award funds will be expended in a timely and efficient manner while ensuring that costs are eligible, reasonable, and allowable.
 - 4.6.10.** Ensuring legal and financial controls are in place, and ensuring capacity to manage taxpayer dollars ethically and efficiently as well as the policies and controls for project oversight and program risk. This includes the extent and quality to which the application includes controls to identify waste, fraud, and abuse, and reduce the potential for waste, fraud, and abuse by including plans and policies for program oversight, including confidential reporting (*e.g.*, whistleblower protections).
 - 4.6.11.** Statutory Partner will assist Lead Applicant staff in convening and coordinating meetings, including community meetings, and project coordination and financial management

meetings, as needed.

4.6.12. Statutory Partner will also, as requested by Lead Applicant, support Collaborating Entities to ensure EPA Community Change Grant projects are completed according to their timelines and budgets, and document the achieved goals and outcomes as determined by each project's work plan.

4.6.13. Statutory Partner will assist Lead Applicant as needed in the planning, coordination, and co-facilitation of meetings, and attend project coordination and financial management meetings.

4.6.14. Statutory Partner will assist Lead Applicant in the gathering of data and reporting on grant progress as needed and final reporting of the grant and submittal of all reports before reporting deadlines.

4.6.15. If awarded, Statutory Partner will work with Lead Applicant to develop and collaboratively execute a communications plan that will share information about the EPA CCPG, and invite and support meaningful participation by residents from the project area of North Richmond.

4.6.16. Statutory Partner will work with Lead Applicant to develop a plan to continue this transformative work beyond the grant term

5. Partnership Policies on Sustainability, Equal Opportunity, and Prevailing Wage

5.1. Sustainability. Partners agree to advocate for common sense policies and initiatives that support sustainable development, environmental conservation, and community resilience at the local, regional, and state levels in order to support the goals and objectives of creating a more livable and environmentally sustainable community for all of its constituents, including those of the Lead Applicant.

5.2. Equal Opportunity. Partners shall comply with all federal and state equal opportunity-related laws, including specifically all State of California equal employment opportunity requirements.

5.3. Minority and Local Preference. To the extent permissible under Federal and State of California Law and consistent with Federal procurement requirements, the Partners agree to implement hiring and contracting practices that give preference to minority and local individuals and firms. These practices include, but are not limited to, the following:

5.3.1. Minority Preference.

5.3.1.1. The Partners shall make a concerted effort to recruit, hire, and retain employees and contractors from minority communities. This includes outreach to minority-focused community organizations, job fairs, labor unions and educational institutions.

5.3.1.2. The Partners shall provide regular reports to the Lead Applicant detailing the efforts made and the success in hiring and engaging minority individuals and firms

5.3.2. Local Preference.

5.3.2.1. The Partners shall prioritize hiring residents from the community impacted by the grant to the maximum extent feasible.

5.3.2.2. Job postings for positions and contracts related to the Project shall be advertised within the impacted community, including in community centers, local newspapers, and local online job boards.

5.3.2.3. The Partners shall collaborate with local employment agencies and workforce development programs to identify and hire qualified candidates from the impacted community.

5.4. Prevailing Wage. Partners shall pay or cause to be paid to all applicable workers employed by it or its contractors performing the work on the Project no less than the highest applicable prevailing rates of wages, as provided in the statutes and regulations applicable to public work and shall comply with any federal requirements related to prevailing wage and apprenticeship hiring that may be required in order to maximize the uptake and leverage of the Inflation Reduction Act, including Elective Pay provisions for clean energy components of the Project.

6. Dispute Resolution

6.1. To the extent any disputes arise between the Partners, the Partners agree to the following dispute escalation ladder: (i) senior representative negotiations for 30-days; (ii) mediation with an independent third-party mediator appointed by the American Arbitration Association; and (iii) only after (i) and (ii) have been exhausted, then either party may exercise its rights as afforded under applicable law.

7. Policies and Procedures for Replacing Statutory Partner

7.1. Should Lead Applicant need to replace Urban Tilth as the Statutory Partner in the Partnership, Lead Applicant will ensure the replacement Statutory Partner has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within three years. Replacement could become necessary for various reasons, including performance issues. To ensure the replacement Statutory Partner meets these requirements, Lead Applicant will form a Search Committee and review interested parties based on how well the replacement Statutory Partner will meet the criteria listed in Section 4.3.

7.2. Replacement will be completed with the prior approval by an authorized EPA official pursuant to 2 C.F.R. § 200.308(c)(6).

8. Subaward

8.1. The Partnership agrees, if the CCG Application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 C.F.R. § 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those above.

9. Termination

9.1. The terms and conditions of this Agreement shall remain in force and effect until the terms and conditions of any CCGP grant funding received by Statutory Partner, including, but not limited to, ongoing compliance obligations under the CCGP rules, expire.

10. Miscellaneous

10.1. Assignment. Neither this Agreement, nor any rights, nor any duties, nor any obligations described in this Agreement, shall be assigned or subcontracted by Statutory Partner without the prior written consent of Lead Applicant or EPA, which shall not be unreasonably withheld. In the event that Lead Applicant or EPA approve an assignment, each and all of the terms and conditions of this Agreement shall extend to the benefit of the successors and assigns of Statutory Partner.

- 10.2. Governing Law.** This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect and performance.
- 10.3. Forum and Venue.** All actions regarding this Agreement shall have proper forum and venue in a court of competent subject matter jurisdiction in Contra Costa County, California.
- 10.4. Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- 10.5. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 10.6. Remedies.** Notwithstanding the foregoing, if and to the extent repayment of grant funds is affirmatively waived by EPA, Statutory Partner shall not be required to repay amounts covered by such a waiver
- 10.7. Liability of Members to Third Parties; No Fiduciary Duties; Reliance by Third-Party Creditors.**
- 10.7.1.** Except as otherwise provided, neither Partner shall be liable for any debt, obligation or liability of the other Partner.
- 10.7.2.** The Partners hereby agree that this Agreement is not intended to, and does not, create or impose any duty except as otherwise expressly provided in this Agreement on Partners or any affiliates, officers, directors, shareholders, partners, members, agents or employees and does not establish a separate formal legal entity under applicable law.
- 10.7.3.** This Agreement is entered into among the Partners for their exclusive benefit and the benefit of their respective successors and permitted assigns for the Purpose set forth in the Preamble. This Agreement is expressly not intended for the benefit of any creditor of either Partner that is a party to this Agreement. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Partners with respect to any contributions or otherwise.
- 10.8. EPA Involvement.** The EPA is not a party to this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, each of the undersigned has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its duly authorized officer or representative) as of the date first above written.

The County of Contra Costa

Urban Tilt

BY: _____

BY: _____

PRINT NAME: Federal Glover

PRINT NAME: Doria Robinson

TITLE: Chair, Board of Supervisors

TITLE: Executive Director

DATE: _____

DATE: _____