

EPA ENVIRONMENTAL JUSTICE COMMUNITY CHANGE GRANT STATUTORY PARTNERSHIP AGREEMENT

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (MOA) (“Memorandum”), dated _____, 20__ between the COUNTY OF SANTA BARBARA (“COUNTY”) and BLUE SKY CENTER (“PARTNER”); collectively referred to as “the Partners”.

The Partners wish to work together and in compliance with the following clauses:

II. GOAL

The goal of this agreement is to memorialize basic terms to govern the planning and implementation of the scope of work included in the Environmental Protection Agency Community Change Grant proposal (“Proposal”).

Through this Agreement, the Parties commit to work together to implement the projects identified in the Proposal if funded by the Environmental Protection Agency Community Change Grant (“EPA CCG”). The Parties have developed the projects included in the Proposal with the understanding of the EPA CCG program requirements and are prepared to lead and participate for the term of the EPA CCG.

III. AREAS OF COLLABORATION

COUNTY and PARTNER will collaborate on planning and implementation of projects included in the proposal (Appendix A).

In agreement with the terms of this grant, all parties (COUNTY, PARTNER and Collaborating Entities), in recognition that this is intended to be a collaborative effort with multiple stakeholders, will work in good faith to fulfill the following terms regarding codes of conduct:

- a. Confirm receipt of correspondence requiring a response within 2 business days;
- b. Labeling correspondence with urgent needs (deadline within 1 business day) with “URGENT”;
- c. Creating meeting agendas that specify the required attendees, including only subject matter relevant to each;
- d. Ensuring decision-making processes are brave, safe, accessible and effective;
 - "Brave" refers to the ability to have difficult conversations and confront challenging issues with honesty and transparency, even if it may be uncomfortable or unpopular.
 - "Safe" refers to creating a space where all voices are heard and respected, and where individuals feel comfortable sharing their perspectives without fear of retribution or judgment.
 - “Accessible” refers to ensuring that all communication and decision-making processes are designed to be inclusive and accessible for all community members, regardless of ability. This includes creating information in a way that is easy to understand and accessible for all differently abled needs, such as providing information in multiple formats (e.g. visual, audio, tactile) and languages, and ensuring that meeting spaces and materials are physically accessible. It also involves taking proactive steps to engage with and incorporate the feedback of community members with differing levels of skills and experience in this process, as well as those who have traditionally been excluded from decision-making processes.
 - "Effective" refers to the ability to reach a resolution or decision that is in the best interest of all parties involved, takes timelines and deadlines into consideration, and achieves the desired outcome.

IV. ROLES AND RESPONSIBILITIES OF PARTNERS

COUNTY:

COUNTY will serve as the Lead Applicant and Grantee. As the Lead Applicant, COUNTY commits to all duties and responsibilities corresponding to the Lead Applicant role under the proposal for the term of the EPA CCG. COUNTY is fully committed to the goals and requirements of the Proposal, the requirements of the EPA CCG, and this Agreement and agrees to take all actions necessary to effectuate the requirements of the EPA CCG in accordance with federal requirements.

COUNTY's responsibilities include but are not limited to:

- a. Commitment to PARTNER and Collaborating Entities
 - i. Ensuring the oversight and execution of deliverables for the EPA CCG by the PARTNER and Collaborating Entities;
 - ii. Building and supporting a culture of collaboration and trust between PARTNER and Collaborating Entities; and
 - iii. Roles and Responsibilities
 - a. Coordinating all components of the EPA CCG and processing the approval of the Proposal through the EPA as may be necessary or appropriate;
 - b. Overseeing and coordinating the EPA CCG;
 - c. Preparing and disbursing the EPA CCG funds to PARTNER and Collaborating Entities through subawards for eligible administration and services upon submission of full and complete disbursement requests, subject to EPA review and approval;
 - d. Submitting all invoices and associated summary reports, and annual reports to the EPA CCG Program staff;
 - e. Participating in regular check-in meetings with EPA CCG Program staff;
 - f. Providing COUNTY staff support during the entirety of the grant term; and
 - g. Achieving and monitoring goals and associated indicators as defined by the EPA CCG Proposal, EPA CCG, and EPA CCG Program Guidelines.
 - h. The COUNTY will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - i. The COUNTY is responsible for compliance and legal issues, and managing risks associated with the project.
- b. Governance
 - i. COUNTY will serve as the lead administrator of the EPA CCG and will be responsible for the operational and administrative aspects of the grant.
 - ii. COUNTY will work closely with PARTNER and Collaborating Entities to ensure that the EPA CCG Proposal is implemented in accordance with the grant requirements and the EPA CCG Guidelines.
- c. Build Equitable Policies & Processes

COUNTY recognizes the importance of equity in addressing climate change and will prioritize building equitable policies and processes throughout the EPA CCG term. COUNTY, in partnership with PARTNER, commits to engaging with communities that have been historically excluded or marginalized in the development and implementation of the EPA CCG Proposal. COUNTY will work to ensure that the benefits of the EPA CCG are distributed equitably, and that those who have been most impacted by climate change are prioritized in the allocation of resources. To achieve this, COUNTY will:

 - i. Work with PARTNER and Collaborating Entities to engage with community members and local organizations to understand the specific needs and concerns of these communities.

- ii. Work to incorporate equity into the EPA CCG Proposal and ensure that the proposed projects are designed to meet the needs of all members of the community, including those who have been historically excluded or marginalized.
 - iii. Work with PARTNER and Collaborating Entities to prioritize the hiring and training of individuals from the communities being served by the EPA CCG, to the extent allowable by applicable law.
 - iv. Work with PARTNER and Collaborating Entities to ensure that the hiring process is transparent and inclusive, and that all candidates have equal opportunities to apply and be considered for the available positions.
 - v. Work with PARTNER and Collaborating Entities to regularly assess and monitor the impact of the EPA CCG on the community, and to make any necessary adjustments to ensure that the benefits are distributed equitably.
- d. Communication and Coordination
- i. COUNTY will work closely with PARTNER and Collaborating Entities and other stakeholders to align on norms for communication expectations, response times, and prioritization of tasks. COUNTY will also ensure clarity of roles and processes, and will facilitate an interconnected collaboration of organizations and individuals involved in the project.

PARTNER:

The role of PARTNER is to serve as primary liaison and coordinator for the COUNTY, Collaborating Entities, and Community Stakeholders.

- a. Commitment to Collaborating Entities:
 - i. Providing support and guidance to ensure the execution of deliverables for the EPA CCG by the Collaborating Entities
 - ii. Building and supporting a culture of collaboration and trust between Collaborating Entities and Community Stakeholders; and
- b. Roles and Responsibilities:
 - i. Coordinating all components of the EPA CCG Proposal and processing the approval of the EPA CCG Proposal through the EPA as may be necessary or appropriate;
 - ii. Leading the coordination between partners and community stakeholders for the EPA CCG Proposal projects;

V. PRINCIPAL CONTACTS

Such Principal Contacts may be changed in writing from time to time by their respective Partners.

COUNTY OF SANTA BARBARA

Garrett Wong	Malia Josephine
Climate Program Manager	Climate Program Specialist
gwong@countyofsb.org	mjosephine@countyofsb.org

BLUE SKY CENTER

Jack Forinash
Executive Director
jack@blueskycenter.org

VI. PROFITS

There are no anticipated profits as an outcome of this grant agreement other than the allocation of grant funding referenced above.

VII. USE OF INTELLECTUAL PROPERTY

The parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either party for purposes related to grant deliverable completion, publicity of the grant, community outreach, and procurement and fulfillment of other grants which may fund this work purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the party that provided it. This property can be used by either party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

VIII. EFFECTIVE DATES AND AMENDMENTS.

This MOA shall take effect upon signing by both Parties and shall remain in effect for the period that coincides with the EPA CCG grant term from that date unless earlier terminated. Neither party may assign or transfer all or any portion of this MOA without the prior written consent of the other party.

The MOA may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOA may only be amended or waived by mutual written agreement by both Parties. The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

The COUNTY and PARTNER agree, if the proposed application is selected for award, to enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains terms and conditions including those contained in this partnership agreement.

IX. TERMINATION

Any Party may terminate this MOA and any related agreement, workplan and budget at any time and for any reason by giving 30 days prior written notice to the other Party; provided, however, that in the event Statutory Partner or Collaborating Entity fails to perform any of its obligations under this MOA, COUNTY shall have the right to terminate this MOA and any related agreement, workplan and budget immediately upon written notice.

If this agreement is terminated, COUNTY will replace Statutory Partner with another PARTNER through identification, interviews, and reference checks. This process will be done to ensure the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced PARTNER to ensure successful grant completion within 3 years. Replacement may be necessary for various reasons including performance issues. PARTNER replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6).

If PARTNER is replaced, this agreement will be amended to include new partners.

X. TRANSFER OF FUNDS.

The parties acknowledge and agree that this MOA does not create any financial or funding obligation on either party, and that such obligations shall arise only upon joint execution of a subsequent agreement or workplan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOA. Such subsequent agreements or workplans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All PARTNER funds are further subject to PARTNER's obligation to expend EPA CCG funds solely in accordance with the agreed upon budget and the line items contained therein.

XI. NO JOINT VENTURE

Notwithstanding the terms “Partners” and “Partnership”, the Partners agree that they are not entering into a Legal Partnership, joint venture or other such business arrangement, nor is the purpose of the Partners to enter into a commercial undertaking for monetary gain. Neither Partner will refer to or treat the arrangements under this Agreement as a Legal Partnership or take any action inconsistent with such intention.

XII. MEDIATION, CONFLICT AND DISPUTE RESOLUTION

The Partners hereby agree that, in the event of any dispute between the Partners relating to this Agreement, the Partners shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 30 calendar and consecutive days, the Partners agree that the dispute will be negotiated between the Partners through mediation, if Partners can agree on a mediator. The costs of mediation shall be shared equally by the Partners. Neither Partner waives its legal rights to adjudicate this Agreement in a legal forum.

- a. Non-Binding Arbitration. If the parties are unable to resolve, through the agreed upon Mediation and Conflict Resolution Process, any controversy, dispute, or claim arising under this Agreement, at the request of either party, both parties agree to participate in non-binding arbitration. The arbitration shall be heard by a single arbitrator according to the rules of the American Arbitration Association, and will follow the rules of law, discovery, and evidence as then in effect in the District Court of the State of California, Santa Barbara County or as determined by the arbitrator.
- b. Venue. The venue for any proceeding will be Santa Barbara County, California.
- c. Costs and Expenses. Each party shall bear its own costs and expenses in any proceedings.

XIII. ENTIRETY

This Agreement, including all appendices, embodies the entire and complete understanding and agreement between the Partners and no amendment will be effective unless signed by both Partners.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

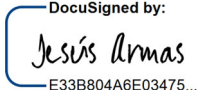
RECOMMENDED FOR

APPROVAL:

Community Services Department

PARTNER:

Blue Sky Center

By:  _____
Jesús Armas
Department Director

By:  _____
Authorized Representative

Name: Samuel Bassett
Title: Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By:  _____
Risk Management