



PARTNERSHIP AGREEMENT

BETWEEN

COMMUNITY ACTION PARTNERSHIP OF SAN BERNARDINO COUNTY

AND

SAN BERNARDINO COUNTY WORKFORCE DEVELOPMENT DEPARTMENT

FOR

**U.S. ENVIRONMENTAL PROTECTION AGENCY ENVIRONMENTAL AND CLIMATE JUSTICE
COMMUNITY CHANGE GRANT PROGRAM**

This binding Partnership Agreement is made and entered into by and between **Community Action Partnership of San Bernardino County** (“Lead Applicant” or “CAPSBC”) and **San Bernardino County Workforce Development Department** (“Statutory Partner” or “SBCWDD”), collectively referred to as “Collaborating Entities”.

RECITALS

WHEREAS, Community Action Partnership of San Bernardino County (CAPSBC) is committed to enhancing its capacity to serve the community by constructing a new facility to expand its Energy, Education and Environmental Services and Food Bank Programs;

WHEREAS, CAPSBC’s Expansion Project is strategically designed to tackle the pressing issues of climate change, pollution, and food insecurity, with the ultimate goal of transforming disadvantaged communities in San Bernardino County into healthy, climate-resilient, and thriving environments;

WHEREAS, CAPSBC’s Expansion Project will help create additional economic opportunities by building a Weatherization Job Training Center to train highly-skilled, climate-resilient workforce for high-quality construction jobs;

WHEREAS, San Bernardino County Workforce Development Department administers employment and training programs in San Bernardino County in accordance with Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA);

WHEREAS, CAPSBC intends to submit an application to apply for funding opportunities available through the U.S. Environmental Protection Agency Environmental and Climate Justice Community Change Grant Program; and

WHEREAS, the Collaborating Entities desire to establish a Statutory Partnership to work together to achieve the Community Change Grant Program objectives related to climate resilience, pollution reduction, community health, economic prosperity, and community strength.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

I. PURPOSE:

The purpose of this Partnership Agreement is to establish a Statutory Partnership between the Lead Applicant and the Statutory Partner to carry out the grant activities specified in the application for U.S. Environmental Protection Agency Environmental and Climate Justice Community Change Grant Program. If the application is selected for award, the Statutory Partnership will ensure effective Grant Performance to meet the objectives of the Community Change Grant Program.

BACKGROUND:

The Environmental and Climate Justice Community Change Grant Program (Community Change Grants) offers an unprecedented opportunity to transform disadvantaged communities across the United States into healthy, climate resilient, and thriving communities for their current and future residents. The Community Change Grants will fund community-driven projects that address climate challenges and reduce pollution while strengthening communities through thoughtful implementation. The historic levels of support provided by these grants will enable communities and their partners to overcome longstanding environmental challenges and implement meaningful solutions to meet community needs now and for generations to come.

The Inflation Reduction Act (IRA) created the Environmental and Climate Justice Program (ECJP)—the largest investment in environmental and climate justice in U.S. history—when it was signed into law by President Biden on August 16, 2022. The ECJP is now contained in Section 138 of the Clean Air Act (CAA), 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. This historic investment advances **Executive Order 13985**, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, which established a whole-of-government approach to advancing equity and opportunity, and **Executive Order 14008**, *Tackling the Climate Crisis at Home and Abroad*, which created the governmentwide **Justice 40 Initiative** that established the goal that 40 percent of the overall benefits of certain federal investments flow to disadvantaged communities. Awards under the ECJP also support core goals of **Executive Order 14091**, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, and **Executive Order 14096**, *Revitalizing Our Nation's Commitment to Environmental Justice for All*.

The Community Change Grants are the final and most comprehensive piece of EPA's implementation of ECJP IRA funding. The Community Change Grants will complement grant programs that EPA launched in 2022 and 2023, including those for the Collaborative Problem-Solving, Government-to-Government, and Thriving Communities Grantmaker programs. Collectively, these programs will empower communities and their partners to design, develop, and implement multi-faceted community-driven projects. These programs will address the diverse and unique needs of disadvantaged communities by:

1. Reducing and preventing pollution;
2. Building resilience to climate change and mitigating current and future climate risks;
3. Enhancing meaningful involvement in government processes related to environmental and climate justice;
4. Expanding access to high-quality jobs and economic opportunity through workforce development; and
5. Bolstering community strength by ensuring that local residents receive the benefits of investments and have the opportunity to build on them for current and future generations.

Community Change Grants Objectives:

The Community Change Grants will support comprehensive community and place-based approaches to redressing environmental and climate injustices for communities facing legacy pollution, climate change, and persistent disinvestment. These concentrated local investments will fund community-driven, changemaking projects that center collaborative efforts for healthier, safer, and more prosperous communities. Designed with meaningful community, Tribal, and other stakeholder involvement, the investments EPA makes through the Community Change Grants are intended to achieve the following objectives:

1. Provide resources for community-driven projects to address environmental and climate challenges in communities facing disproportionate and adverse health, pollution, and environmental impacts, and suffering from generations of disinvestment.
2. Invest in strong cross-sectoral collaborations with partners who bring a robust commitment to working with and for communities with environmental and climate justice concerns.
3. Unlock access to additional and more significant resources to advance environmental and climate justice goals from across the federal government and other sources.
4. Empower communities and strengthen their capacity to drive meaningful positive change on the ground for years to come.
5. Strengthen community participation in government decision-making processes that impact them.

II. PARTIES

The Statutory Partnership is comprised of the Lead Applicant and the Statutory Partner to carry out the grant activities if the application is selected for funding. The Lead Applicant and the Statutory Partner are each an eligible CBO, federally recognized tribe, local government, or institution of higher education.

Lead Applicant: Community Action Partnership of San Bernardino County (CAPSBC), a 501(c)3 nonprofit corporation, has played a pivotal role in addressing socioeconomic challenges in San Bernardino County, and its history is rooted in a commitment to eradicating poverty and enhancing the overall well-being of residents. The agency was established after signing of the Economic Opportunity Act of 1964 by President Johnson and was originally founded as the Dependency Prevention Commission (DPC). In 1975, the DPC was renamed the Community Services Department (CSD). In 2003, the Agency transitioned from a public entity under the County of San Bernardino to a private non-profit corporation and was renamed Community Action Partnership of San Bernardino County. It is one of the 1,000 Community Action Agencies (CAAs) nationwide dedicated to helping low-income individuals and families become stable and self-reliant. CAPSBC's commitment to addressing food insecurity, housing instability, and energy efficiency have significantly improved the quality of life for many residents in San Bernardino County.

Statutory Partner: San Bernardino County Workforce Development Department (SBCWDD) implements comprehensive strategies to meet the needs of local businesses for a skilled workforce, while creating opportunities for workers to prepare for and enter good-paying careers. The Department's Board oversees distribution of federal funds to enhance the skills of our local workforce. Led by local business leaders and composed of representatives from public sectors, educators, labor unions, and community-based organizations, the Board ensures effective allocation of resources. Operated under the guidance of the Workforce Development Board, the San Bernardino County Workforce Development Department (WDD) administers programs funded by the Department of Labor's Workforce Innovation and Opportunity Act (WIOA).

III. TERM

The Partnership Agreement term is effective as of the grant award date, if any, and shall remain in effect for the three-year grant period of performance, unless earlier terminated in accordance with Section IX below.

IV. PARTNERSHIP RESPONSIBILITIES:

The Lead Applicant and Statutory Partner's agreement, 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 below.

Community Action Partnership of San Bernardino County (CAPSBC) shall be responsible for:

1. CAPSBC will be the Lead Applicant for the U.S. Environmental Protection Agency Environmental and Climate Justice Community Change Grant Program.
2. The Lead Applicant is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
3. The Lead Applicant 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.
4. The Lead Applicant is responsible for compliance and legal issues, and managing risks associated with the project.
5. If, in the reasonable opinion of the Lead Applicant, the Statutory Partner cannot perform its responsibilities or obligations under this agreement, the Statutory Partner will assign all its rights and obligations under this agreement to another comparable Statutory Partner in accordance with Section XIV. Replacement of the Statutory Partner by the Lead Applicant may be necessary for various reasons including, but not limited to, performance issues. The Lead Applicant must ensure the Statutory Partner replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within 3 years. The replacement Statutory Partner will require prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6), and Statutory Partner will provide assistance in finding its replacement as may be necessary.

San Bernardino County Workforce Development Department (SBCWDD) shall be responsible for:

1. SBCWDD will be the Statutory Partner for this grant application.
2. The Statutory Partner will collaborate with Lead Applicant to implement comprehensive strategies to meet the needs of local businesses, train a skilled workforce and create opportunities for workers to prepare for and enter into good-paying careers.
3. The Statutory Partner will further collaborate on this project by becoming an ongoing and active supporter in providing or securing funding for the expanded Weatherization Job Training Program that will be created at the new CAPSBC facility.

V. NOTICES

Notices authorized or required to be given pursuant to this agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses set forth for each of the Parties, or to such other changed addresses communicated to the Parties in writing:

Community Action Partnership of San Bernardino County (CAPSBC)
ATTN: Patricia Nickols-Butler, President & Chief Executive Officer
696 South Tippecanoe Avenue
San Bernardino, CA 92408

San Bernardino County Workforce Development Department (SBCWDD)
ATTN: Bradley Gates, Director
290 North D Street, 6th Floor
San Bernardino, CA 92415

VI. TERMINATION, EXTENSION AND AMENDMENT

CAPSBC may immediately terminate this agreement at will by providing Partner with written notice. Statutory Partner may only terminate this agreement upon sixty (60) days prior written notice to CAPSBC so that CAPSBC may have reasonable time to find a suitable replacement for Statutory Partner. Upon mutual written agreement of the parties, the term of this agreement may be extended on a calendar year basis contingent on availability of funding. The operative provisions of this agreement may also be amended at any time by written agreement of the parties.

VII. APPLICABLE LAW AND VENUE

This agreement shall be construed and interpreted in accordance with the internal laws of the State of California without reference to its conflict of laws principles. The proper venue for any dispute is in San Bernardino County, California.

VIII. INTEGRATED AGREEMENT

This agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement.

IX. SUCCESSORS AND ASSIGNS

Subject to any restriction on assignment contained herein, this agreement shall be binding upon and shall inure to the benefit of the respective party's successors and assigns. Statutory Partner shall not assign this agreement without the prior written consent of Lead Applicant, which consent may be withheld in Lead Applicant's sole discretion. Lead Applicant shall not assign this agreement without the prior written consent of Statutory Partner, which consent may be withheld in Statutory Partner's sole discretion.

X. SIGNATURES

The signatures of the Parties affixed to this agreement affirm that they are duly authorized to commit and bind their respective departments and organizations to the terms and conditions set forth in this agreement.

XI. SEVERABILITY

Any provision in this agreement, which is illegal, invalid or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction. The Parties hereto agree to negotiate in good faith to replace any illegal, invalid or unenforceable provision of this agreement with a legal, valid and enforceable provision that, to the extent possible, will preserve the economic bargain of this agreement, or otherwise to amend this agreement to achieve such result.

[Signatures on Following Page]

COLLABORATING ENTITIES SIGNATURES

IN WITNESS WHEREOF, the Parties hereto, have caused their names to be affixed by their proper and respective officers as set forth below.

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By _____

Deputy

**COMMUNITY ACTION PARTNERSHIP OF
SAN BERNARDINO COUNTY**

(Print or type name of corporation, company, contractor, etc.)

By _____

(Authorized signature - sign in blue ink)

Name Patricia L. Nickols-Butler

(Print or type name of person signing contract)

Title

President & Chief Executive Officer

(Print or Type)

Dated: _____

Address

696 S Tippecanoe Ave

San Bernardino, CA 92408