

City of Aurora and The Conservation Foundation Community Change Grant Partnership Agreement

This Partnership Agreement (“Agreement”) is made and entered into this _____, 2024 (“Effective Date”). The **City of Aurora** and **The Conservation Foundation** (“Partners”) in this Agreement agree to the following requirements and responsibilities:

- I. The Partners are executing this document to create a Partnership. This Partnership will be known as The Community Change Grant Partnership (“Partnership”).
- II. Mutual participation in this Partnership indicates:
 - a. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency (“EPA”) Community Change Grant (“CCG”).
 - b. The terms and conditions of this Partnership will be outlined in this Agreement.
 - c. The Partnership will be in effect on _____, 2024.
 - d. The Partnership will only be terminated as outlined in this Agreement.
 - e. The Partnership will be governed under the laws of the state of Illinois.
 - f. The Partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.
- III. Roles and Responsibilities of the Partners
 - a. The **City of Aurora** shall be the Lead Applicant of the CCG. If awarded, such responsibilities shall include:
 - i. Responsibility for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
 - ii. Make a subaward to **The Conservation Foundation** in the amount consistent with the final EPA approved grant budget.
 - iii. Make sure that all subawards comply with the subaward requirements in the grant regulations, 2 CFR 200.331, and EPA’s Subaward Policy and related guidance.
 - iv. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - v. Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - vi. Be responsible for the following project-specific activities:

1. *Bi-Weekly or monthly progress meetings for overall project management.*
 2. *Administrative reporting and compliance.*
 3. *Community outreach and engagement support.*
 4. *Project management of solar panel installation for municipal buildings including potential workforce training component.*
 5. *Project management of BigBelly solar compactor trash and recycling unit expansion.*
 6. *Project management of Low- to Moderate-Income home energy efficiency improvements (roofing, windows, HVAC).*
 7. *Project management of Phillips Park baseball field and parking lot improvements including green infrastructure components.*
 8. *Art on the Fox outreach and implementation support.*
 9. *Project management for Youth Invention Convention.*
 10. *Conservation@Home outreach and implementation support.*
- vii. Share decision-making authority with **The Conservation Foundation** and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- b. **The Conservation Foundation**, if the CCG is awarded, shall be responsible for the following project-specific activities:
1. *Bi-Weekly or Monthly Progress Meetings*
 2. *Community Outreach and Coordination Support*
 3. *Phillips Park Green Infrastructure Design Input*
 4. *Project management for Art on the Fox.*
 5. *Youth Invention Convention participation.*
 6. *Resilient Landscaping Initiative' project Management including outreach, yard visits, and support for Conservation@Home Certification.*
- ii. Share decision-making authority with the **City of Aurora** and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

IV. Dispute Resolution

- a. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- b. Partner agrees to indemnify, defend and hold harmless the City of Aurora and its affiliates, employees, agents, and independent contractors for any injury,

property damage, liability, claim, or other cause of action arising out of or in attendant to this agreement.

- c. This Agreement will not be construed as creating or implying any relationship of Provider, franchise, or joint venture between the Parties. No party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose whatsoever.
- d. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and venue will be proper in the Circuit Court of the respective County where the action accrues.

V. Replacement of **The Conservation Foundation** as Statutory Partner

- a. The City of Aurora or their legal representative upon determination of a violation of this partnership agreement may express in writing with 30 days' notice of termination of this partnership agreement.
- b. The Conservation Foundation or their legal representative must provide 30-day written notice to all remaining partners of their intention to leave the partnership.
- c. The replacement partner must agree in writing to be bound by all terms and conditions of the existing agreement.
- d. Any replacement requires City Council approval.
- e. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

VI. Grant Application

- a. The **City of Aurora** shall not submit a CCG application for this Partnership without the written approval of **The Conservation Foundation**.

VII. End of the Partnership

- a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When **The Conservation Foundation** is replaced under the procedure listed in *Section V* of this Agreement.
 - ii. When the CCG is completed as determined by EPA.
 - iii. When the Partnership is informed that their application for a CCG is rejected unless, as agreed upon by both Partners, they resubmit an amended application.
 - iv. When the Partnership is informed that their resubmitted application is rejected.
- b. The Partners agree to be bound by the terms of this Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

VIII. Effective Date and Term

- a. This Partnership Agreement will take effect on _____, 2024 by and between the **City of Aurora, of 44 E Downer Pl, Aurora, IL 60505** and **The Conservation Foundation, of 10S404 Knoch Knolls Rd, Naperville, IL 60565**. The term of this agreement will follow the term of the grant agreement, should funding be awarded.

Print Name

Print Name

Signature

Date

Signature

Date