

City of Joliet and Fairmont Community Partnership Group, Inc.
Partnership Agreement for Fairmont Sanitary Sewer and Community Improvements

This Partnership Agreement (the “Agreement”) is made and entered into November 4, 2024 (the “Effective Date”). The City of Joliet and the Fairmont Community Partnership Group, Inc. are the “Partners” in this Agreement.

The Partners of this Agreement agree to the following:

I. The Partners are executing this document to create a Partnership. This Partnership will be known as the Fairmont Sanitary Sewer and Community Improvements Partnership (the “Partnership”).

II. The Partnership

- 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 the Partnership will be outlined in this Agreement.
- c. The Partnership will be in effect on November 5, 2024.
- d. The Partnership will only be terminated as outlined in this Agreement.
- e. The Partnership will be governed under the laws of the of the State of Illinois.
- f. The Partnership shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.

III. Roles of the Partners

- a. The City of Joliet shall be the Lead Applicant of a CCG, and shall:
 - i. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
 - ii. Making a subaward to the Fairmont Community Partnership Group, Inc. in the amount consistent with the final EPA approved grant budget.
 - iii. Ensure that all subawards comply with the subaward requirements in the grant regulation at 2 CFR 200.331 and in 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:
 - The design, procurement, and project management of the Sanitary Sewer Improvements as laid out in the CCG application.
 - Ensuring the project schedule is met.
 - Measuring the effectiveness of the Sanitary Sewer Improvements in the Fairmont Community.
 - Payment distributions for all Sanitary Sewer Improvement Projects laid out in the CCG application.

- vii. Share decision making authority with the Fairmont Community Partnership Group, Inc. and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- b. Fairmont Community Partnership Group, Inc. if the CCG is awarded shall:
 - i. Be responsible for the following project-specific activities:
 - The community engagement and education of the Fairmont Community as described in the CCG application.
 - Procurement and project management of generators for the Fairmont Community's disaster community center.
 - Procurement of consultant to complete Radon Testing of the buildings in the Fairmont Community.
 - Procurement and project management of Radon Remediation of the buildings that are positive for radon.
 - Management and community outreach for the Economic Support for Family Health as described in the CCG application.
 - Payment distributions for all items above for the Fairmont Community Improvements.
 - ii. Share decision making authority with the City of Joliet 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. Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to the American Arbitration Association (the "AAA") for a voluntary, non-binding mediation in the municipality where the Services are provided and to be conducted by a mutually acceptable single mediator, in accordance with then applicable Construction Industry Mediation Rules, prior to resorting to litigation to any State or Federal Court located nearest to where the Services are provided. Neither party shall be liable for any indirect, incidental, or consequential damages of any nature or kind resulting from or arising in connection with this Agreement. The Parties shall share the cost of the mediator's services equally.

WITH RESPECT TO ANY SUCH LITIGATION, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND WILLINGLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTION(S) CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER.

- b. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be under the law applicable to the Partnership Agreement.

V. Replacement of Fairmont Community Partnership Group, Inc. as Statutory Partner

- a. If Fairmont Community Partnership Group, Inc. can no longer withhold the responsibilities of this agreement, the City will replace Fairmont Community Partnership Group with another nonprofit group of the Fairmont Community, as recommended by Will County of Illinois.
- b. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

VI. Grant Application

The City of Joliet shall not submit a CCG application for this Partnership without the written approval of the Fairmont Community Partnership Group, Inc.

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 Fairmont Community Partnership Group, Inc. 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 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.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

CITY OF JOLIET

By: _____

H. Elizabeth Beatty

City Manager

Date: _____

FAIRMONT COMMUNITY PARTNERSHIP GROUP, INC.

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Lauren O'Hara

City Clerk

Date: _____