

**FIRST AMENDMENT TO PARTNERSHIP AGREEMENT
FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE
FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE
COMMUNITIES INITIATIVE**

THIS FIRST AMENDMENT TO PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER STRUCTURE FOR THE EASTSIDE CLIMATE COLLABORATIVE TRANSFORMATIVE CLIMATE COMMUNITIES INITIATIVE ("First Amendment") is made and entered into this _____ day of _____, 20____, by and between THE CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"); THE COUNTY OF RIVERSIDE, a political subdivision of the State of California, through the County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions (formerly the "Economic Development Agency") Economic Development Agency ("County"); WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS, a California joint powers authority ("WRCOG"); WAKELAND HOUSING & DEVELOPMENT CORPORATION, a California nonprofit public benefit corporation ("Wakeland"); RIVERSIDE TRANSIT AGENCY, a California joint-powers-authority-("Transit-Agency"); GRID ALTERNATIVES, a California nonprofit corporation ("GRID"); TREEPEOPLE, INC., a California nonprofit corporation; SAFE ROUTES TO SCHOOL NATIONAL PARTNERSHIP, a California nonprofit corporation ("Safe Routes"); SANTA ANA WATERSHED PROJECT AUTHORITY, a California joint powers authority ("SAWPA"); RIVERSIDE UNIFIED SCHOOL DISTRICT, a public school district duly organized and existing under the laws of the State of California ("RUSD") (each a "Project Partner" and collectively the "Project Partners"); THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California nonprofit corporation formed under Article IX of the California Constitution, as represented by University of California Riverside Center for Environmental Research and Technology ("UCR" or "Data Partner"); RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit corporation ("Foundation" or "Outreach Partner"); and COMMUNITY SETTLEMENT ASSOCIATION OF RIVERSIDE, a California nonprofit corporation ("CSA" or "Non-Displacement Partner"). Together, the Project Partners, Data Partner, Outreach Partner, and Non-Displacement Partner may hereafter be referred to individually as "Partner" and collectively as "Partners". Together, the City and Partners may hereafter be referred to individually as "Party" or collectively "Parties".

RECITALS

A. On February 27, 2020, City, as Lead Applicant, and Partners, as Co-Applicants, applied to the California Strategic Growth Council ("SGC") for a grant, as part of SGC's Transformative Climate Communities ("TCC") program, for the development and implementation of a neighborhood climate sustainability plan to reduce greenhouse gas emissions, foster public health and environmental benefits, and catalyze economic opportunity and shared prosperity within the eastside community of the City of Riverside ("Eastside Climate Collaborative").

B. On February 27, 2020, City, County, WRCOG, Wakeland, Transit Agency, GRID, Safe Routes, SAWPA, UCR, Foundation, and CSA entered into a Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative ("Partnership Agreement"), wherein they agreed upon a

governance structure and terms of operation required to implement the Eastside Climate Collaborative.

C. At its meeting on June 25, 2020, the SGC awarded Nine Million One Hundred Thousand Dollars (\$9,100,000) to fund the Eastside Climate Collaborative.

D. Parties are committed to the effective implementation of the Eastside Climate Collaborative and recognize that community partnerships and public participation are integral to the success of the project.

E. To further facilitate such partnerships and participation, the Parties now desire to amend the Partnership Agreement to add the Riverside Unified School District as a partner, to include a more flexible mechanism for the future joinder of partners, and to address the public health and safety challenges presented by the ongoing novel coronavirus pandemic ("COVID-19").

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. ~~Riverside Unified School District, a public school district duly organized and existing~~ under the laws of the State of California ("RUSD"), is hereby added to the Partnership Agreement as a Project Partner.

2. Section 1.3, AHSC Guidelines, is hereby amended as follows:

"1.3 AHSC Guidelines. 'AHSC Guidelines' shall mean the 2018/2019 AHSC Final Guidelines, adopted on October 31, 2019 and amended December 9, 2019."

3. Section 1.9, Critical Community Investment Project, is hereby deleted in its entirety and replaced with the following:

"1.9 TCC-Funded Project. 'TCC-Funded Project' shall mean a project implemented with TCC Grant Funds."

Accordingly, all references to "Critical Community Investment Project" or "CCI Project" shall be replaced with references to "TCC-Funded Project."

4. Section 1, Definitions, is hereby amended to also include the following:

"Public Health Emergency. 'Public Health Emergency' shall mean the duration of the COVID-19 pandemic so long as at least one of the following exists with respect to COVID-19: (1) a local health emergency as declared by the County of Riverside, (2) a state of emergency as declared by the State of California, or (3) a national emergency as declared by the United States of America."

5. Section 10.2, Membership, is hereby amended as follows:

"10.2 Membership. Leadership Council shall consist of eighteen (18) seats. Each of the twelve (12) Parties to this Partnership Agreement shall designate one

individual to represent that Party on the Leadership Council. Additionally, five (5) seats shall be 'Community Seats', consisting of two (2) representatives from Project area businesses, two (2) representatives from community benefit organizations located in, or with outreach to, the Project area, and one (1) resident from the Project area, as well one (1) seat shall be a 'Youth Seat', filled by an individual or organization from the Project Area representative of the youth demographic. All representatives on the Leadership Council will hereafter be referred to as 'Members'.

a. Filling, Adding, or Removing Party Seats. Any organization or individual that is a party to this Partnership Agreement will be a member on the Leadership Council, so removal or addition of a party to this Partnership Agreement will likewise remove or add a member to the Leadership Council. In the event that the removal or addition of a Party decreases or increases the number of seats on the Leadership Council, no further amendment to this Partnership Agreement shall be required, but such change shall be reflected in the bylaws of the Leadership Council.

b. Filling, Adding, or Removing Community Seats or Youth Seat. The Leadership Council shall be responsible for appointing representatives to the Community Seats and the Youth Seat. Entities and individuals who are not parties to this Partnership Agreement but wish to serve on the Leadership Council in the Community Seats or Youth Seat(s), must submit a request to City for appointment onto the Leadership Council. City will then forward that request to the Leadership Council for discussion at a duly noticed and open meeting. The decision of the Leadership Council to appoint an applicant shall require an affirmative vote of two-thirds of the membership present and voting. Members in the Community Seats and Youth Seat(s) may resign, at any time, upon written notice to City. The Leadership Council may, at any time, increase the number of Community Seats and Youth Seats, but may not otherwise decrease the number of Community Seats and Youth Seats below that which is set forth in this Partnership Agreement, without written amendment to this Partnership Agreement. At all times, the number of Community Seats and Youth Seats shall be reflected in the bylaws of the Leadership Council."

6. Section 10.3, Meetings, is hereby amended to add the following subsection (g):

"g. Public Health Emergency. Notwithstanding the foregoing, in limited circumstances, the Leadership Council is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the Leadership Council. Any requirement set forth herein in this Partnership Agreement or in the bylaws of the Leadership Council, expressly or impliedly, requiring the physical presence of Members, or their representatives and personnel, or of the public as a condition of participation in or quorum for a

public meeting, is hereby waived for the duration of any Public Health Emergency if health officials have imposed or recommended social distancing measures. In such circumstances, City shall give notice as to the means by which members of the public may observe the meeting and offer public comment. At all times, the Leadership Council shall make all reasonable efforts to maximize transparency and provide the public access to meetings."

7. Section 11.3, Co-Applicant Substitution, is hereby amended as follows:

"11.3 Partner Joinder, Substitution, and Removal. City, as the Lead Applicant, may join, substitute, or remove individual Partners (also referred to as 'Co-Applicants') to this Partnership Agreement, on an as needed basis. However, no substitution or removal of a Partner may occur without the prior approval of the Leadership Council. The decision of the Leadership Council to approve the removal or substitution of a Partner shall require an affirmative vote of two-thirds of the membership present and voting. The joinder of additional Partners shall not otherwise require the prior approval of the Leadership Council but shall be reported to the Leadership Council at the next duly noticed and open meeting, and the bylaws amended accordingly. In order for any person or entity to be added as a Partner to this Partnership Agreement, such person or entity shall have executed and delivered to City a joinder agreement to the Partnership Agreement substantially in the form of Exhibit 'C', attached hereto and incorporated herein. A joinder will not be deemed effective until the City has accepted and agreed to the joinder."

8. Exhibit C, Partner Joinder Form, is hereby attached hereto and incorporated herein.
9. Any provision of the Partnership Agreement which has not been specifically amended herein shall remain in full force and effect.

(SIGNATURES ON FOLLOWING PAGES.)

IN WITNESS WHEREOF, the PARTIES hereto have caused this First Amendment to Partnership Agreement to be executed on the date first set forth above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

Date: _____

By: _____
Al Zelinka
City Manager

ATTESTED TO:

By: _____
City Clerk

APPROVED AS TO FORM:

By: 25
Deputy City Attorney

Date: _____

THE COUNTY OF RIVERSIDE,
a political subdivision of the State of
California, through the County of Riverside
Economic Development Agency

By: _____

Name: _____

Its: _____

Dated: _____

By: _____

Name: _____

Its: _____

Dated: _____

Date: _____

WESTERN RIVERSIDE COUNCIL OF
GOVERNMENTS, a California joint powers
authority

By: Rick Bishop

Name: Rick Bishop

Its: Executive Director

Dated: January 11, 2021

By: _____

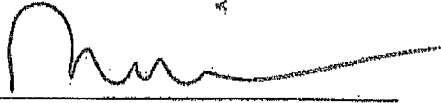
Name: _____

Its: _____

Dated: _____

Date: 1/11/2021

WAKELAND HOUSING &
DEVELOPMENT CORPORATION,
a California nonprofit public benefit
corporation

By: 

Name: Rebecca Louie

Its: Vice President & Chief Operating Officer

Dated: 1/11/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: 1-15-2021

RIVERSIDE COMMUNITY HEALTH
FOUNDATION,
a California nonprofit corporation

By: [Signature]

Name: José Campos

Its: Chair of Board

Dated: 01/15/2021

By: [Signature]

Name: Daniel Anderson

Its: President / CEO

Dated: 01/14/21

Date: _____

RIVERSIDE TRANSIT AGENCY,
a California joint powers authority

DocuSigned by:
By: Larry Rubio
DB93E20B1A2B48F...

Name: Larry Rubio

Its: CEO

Dated: 1/14/2021

DocuSigned by:
By: Barbara Raileanu
A0ABD4300802401...

Name: Barbara Raileanu

Its: General Counsel

Dated: 1/14/2021

Date: 1/12/2021

GRID ALTERNATIVES,
a California nonprofit corporation

By: Jaime Alonso Digitally signed by
jalonso@gridalternatives.org
DN: cn=jalonso@gridalternatives.org
Date: 2021.01.12 12:44:00-0800

Name: Jaime Alonso

Its: Executive Director

Dated: 1/12/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: January 8, 2021

RIVERSIDE UNIFIED SCHOOL DISTRICT,
a California public school district

By: Mays Kakish

Name: Mays Kakish

Its: Chief Business Officer/Governmental Relations

Dated: January 8, 2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: _____

SAFE ROUTES TO SCHOOL NATIONAL
PARTNERSHIP,
a California nonprofit corporation

By: Cassandra Isidro

Name: Cassandra Isidro

Its: President and Executive Director

Dated: 1/11/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: _____

SANTA ANA WATERSHED PROJECT
AUTHORITY, a California joint powers
authority.

By: Richard E. Haller

Name: Richard E. Haller

Its: General Manager

Dated: 1/19/2021

By: _____


Name: _____

Its: _____

Dated: _____

Date: 01/11/2021

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, a California nonprofit
corporation formed under Article IX of the
California Constitution, as represented by
University of California Riverside Center for
Environmental Research and Technology

By: 

Name: Usha D. Puri

Its: President Manager

Dated: 01/11/2021

By: _____

Name: _____

Its: _____

Dated: _____

Date: 01/15/21

COMMUNITY SETTLEMENT
ASSOCIATION OF RIVERSIDE,
a California nonprofit corporation

By: Thomas A. Rodgers

Name: Thomas A. Rodgers

Its: Chair

Dated: 01/15/21

By: Daniel Anderson

Name: Daniel Anderson

Its: President/CEO

Dated: 01/14/21

Date: _____

TREEPEOPLE, INC.,
a California nonprofit corporation

By: Cindy Montanez

Name: Cindy Montanez

Its: Chief Executive Office

Dated: January 13, 2021

By: _____

Name: _____

Its: _____

Dated: _____

EXHIBIT "C"
Partnership Joinder Form

JOINDER AGREEMENT

THIS JOINDER AGREEMENT ("Joinder Agreement") is made and entered into this ____ day of ____, 20__, by ____ ("Joining Party"), and delivered to the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), pursuant to Section 11.3 of the Partnership Agreement for the Collaborative Stakeholder Structure for the Eastside Climate Collaborative Transformative Climate Communities Initiative, dated as of February 27, 2020, and thereafter amended ("Partnership Agreement").

RECITALS

A. Joining Party wishes to be added to the Partnership Agreement as a (*Project Partner/Data Partner/Outreach Partner/Non-Displacement Partner*).

B. Pursuant to Section 11.3 of the Partnership Agreement, Joining Party is required to execute and deliver to City this Joinder Agreement.

C. All capitalized terms used herein shall have the same meaning ascribed in the Partnership Agreement.

NOW, THEREFORE, Joining Party agrees as follows:

AGREEMENT

1. Joinder. Joining Party hereby acknowledges that it has received a complete copy of the Partnership Agreement and has reviewed all Performance Terms and agrees, upon the acceptance by City of this Joinder Agreement, that the Joining Party shall become a party to the Partnership Agreement and shall be fully bound by and subject to all of the covenants, terms, and conditions of the Partnership Agreement as a (*Project Partner/Data Partner/Outreach Partner/Non-Displacement Partner*) as though originally a party thereto.

2. Counterparts. This Joinder Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. This joinder may be executed and delivered by electronic means, including by delivery of a .PDF signature.

(Signatures on Following Page.)

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date set forth below.

Date ; _____

[Joining Party]

By: _____

Name:

Title:

By: _____

Name:

Title:

Address:

Accepted and Agreed:

CITY OF RIVERSIDE, a California charter
city and municipal corporation

By: _____
City Manger

Attested to:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Deputy City Attorney