

*This is a sample Partnership Agreement between a community-based lead agency that oversees several SparkPoint sites and one of its community-based partners that operates one of the service locations. This sample is meant to provide an example of what an agreement can look like but is NOT meant to be used as a template. This agreement has been de-identified so instead of using the names of organizations you will see something like [LEAD AGENCY] to indicate where the name of organization would go in the agreement.*

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**This Partnership Agreement (Agreement) is made and entered into on [DATE], by and between the [LEAD AGENCY] and [PARTNER 1].**

**RECITALS:**

- A. [LEAD AGENCY] is a community organization based at [ADDRESS]. [MISSION STATEMENT OF LEAD AGENCY]
- B. SparkPoint is an initiative created by United Way Bay Area (UWBA), and provides low-income residents with financial coaching, career counseling, and public benefits assistance at multiple Bay Area locations. [SPARKPOINT CENTER] is a collaborative partnership amongst [LEAD AGENCY] and the following organizations (Partners):
  - 1. [LEAD AGENCY] is a lead agency of [SPARKPOINT CENTER], with various locations across [SERVICE AREA]. [LEAD AGENCY] receives primary funding from the UWBA to manage [SPARKPOINT CENTER], with additional funding from foundations and corporations.
  - 2. [PARTNER 1] was established in [HISTORY and MISSION OF PARTNER 1]. [PARTNER 1] is located at [ADDRESS].
  - 3. [PARTNER 2] is the [HISTORY AND MISSION OF PARTNER B]. [PARTNER 2] is located at [ADDRESS].
- C. The Partners contribute financial coaching, workforce coaching, or job training programs in tandem with [SPARKPOINT CENTER] in order to improve financial wellbeing for [SERVICE AREA] residents.
- D. This Agreement is effective [DATES]. This time period may be altered by written mutual consent by both parties.

Now, therefore, in consideration of the Recitals set forth above, which are hereby incorporated into this Agreement; the mutual covenants contained herein; and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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**SECTION I: AGREEMENTS**

- A. [PARTNER 1] agrees to the following during the period identified above:
  - 1. Fulfill duties as a [SPARKPOINT CENTER] Partner, including designing and modifying services, ensuring effective integration of financial coaching, employment coaching, and job training services. [PARTNER 1] will designate team leader(s) who will participate in monthly Partner meetings, SparkPoint trainings, and retreats.

2. Coordinate with the Partners to achieve [SPARKPOINT CENTER] outcome goals as shown in Exhibit A.
  - a. [PARTNER 1] will provide services free of charge as follows:

| Goals  | Mid-Year | Full Year |
|--------|----------|-----------|
| Goal 1 | X        | X         |
| Goal 2 | X        | X         |
| Goal 3 | X        | X         |
| Goal 4 | X        | X         |

- b. [PARTNER 1] must track services and outcomes in [SPARKPOINT CENTER's] Salesforce system according to timelines developed by the Partners and receive trainings on utilizing the system.
  - c. [PARTNER 1] and [LEAD AGENCY] will review [PROGRAM X] by mid-year and confirm [PARTNER 1's] participation.

3. Follow all procedures for client management. This includes all policies related to assessment, enrollment, and data tracking. See Exhibit C.
4. [PARTNER 1] will manage their staff who provide [SPARKPOINT CENTER] services:
  - a. For new staff, this includes recruit, hire, and train new staff.
  - b. Provide ongoing support and training for current [SPARKPOINT CENTER] staff.
5. [PARTNER 1] Manager to determine location and schedules of staff.
6. Work with [SPARKPOINT CENTER] Manager to design or modify delivery of services based on [SPARKPOINT CENTER] needs.
7. Attend regular meetings to coordinate program and service delivery.
8. Coordinate with [LEAD AGENCY] to support fundraising for [SPARKPOINT CENTER]
  - a. Coordinate with [LEAD AGENCY] to write collaborative grant applications supporting [SPARKPOINT CENTER] programs.
  - b. When required in joint fundraising efforts, provide annual program budget for activities affiliated with [SPARKPOINT CENTER], including all expenses necessary to carry out deliverables and listing all income from sources other than [LEAD AGENCY].
9. Comply with all policies and agreements set forth by [SPARKPOINT CENTER] funders, including UWBA, as a sub-grantee. Provide all documentation and reports required of [SPARKPOINT CENTER] funders that support [PARTNER 1] participation.
10. Coordinate with [LEAD AGENCY] on the agreed upon Protocols for Collaboration in Exhibit B.
11. Coordinate with [LEAD AGENCY] on the agreed upon Governance structure, such as The [SPARKPOINT CENTER] Strategic Workgroup.

**B.** Within the period identified above, [LEAD AGENCY] agrees to:

12. Fulfill all duties required of a lead agency, including staffing a 1.0 FTE [SPARKPOINT CENTER] Manager, managing the operations of [SPARKPOINT CENTER], manage the Salesforce database, coordinating with Partners on the delivery of services, and providing additional partnership management and administrative support for the [SPARKPOINT CENTER].
13. Pay all costs associated with managing the [SPARKPOINT CENTER] office space currently located at [ADDRESS],

including, but not limited to, shared phone lines, copy machines, janitorial, and internet.

14. Facilitate and organize staff meetings and Partner meetings, including [PARTNER 1] staff and leadership.
15. Comply with all policies and agreements set forth by [SPARKPOINT CENTER] funders, including UWBA, as a lead agency, and ensure compliance from all Partners.
16. Coordinate fundraising activities to support [SPARKPOINT CENTER] services.
17. With the [SPARKPOINT CENTER] Manager, coordinate with the Partners to achieve [SPARKPOINT CENTER] outcome goals outlined in Exhibit A.
18. [SPARKPOINT CENTER] will provide a minimum of X credit builder program candidates in the fiscal year to [PARTNER 1's] credit builder product.
19. [SPARKPOINT CENTER] will support the marketing of [PARTNER 1] events and workshops to clients and [LEAD AGENCY'S] clients.
20. Coordinate with [PARTNER 1] on the agreed upon Protocols for Collaboration outlined in Exhibit B.
21. Coordinate with [PARTNER 1] on the agreed upon Governance structure, such as The [SPARKPOINT CENTER] Strategic Workgroup.

## SECTION II: PAYMENTS

A. [LEAD AGENCY] will compensate [PARTNER 1] a total of \$X contingent on meeting outcome and agreement goals.

1. [LEAD AGENCY] will compensate [PARTNER 1] a total of \$X. [PARTNER 1] will submit two (2) invoices according to the following schedule:

| Date of Invoice                       | Amount |
|---------------------------------------|--------|
| Mid-year invoiced by [DATE]           | \$X    |
| End of fiscal year invoiced by [DATE] | \$X    |
| Total                                 | \$X    |

2. If [PARTNER 1] meets mid-year outcome goals by [DATE], fiscal year-end goals by [DATE], and all other conditions outlined in this agreement are met, [LEAD AGENCY] will provide up to an additional \$X to [PARTNER 1] for a total payment of \$X. Once given written approval by [LEAD AGENCY], [PARTNER 1] may submit additional invoices according to the following schedule:

| Date of Invoice                       | Amount |
|---------------------------------------|--------|
| Mid-year invoiced by [DATE]           | \$X    |
| End of fiscal year invoiced by [DATE] | \$X    |
| Total                                 | \$X    |

- B.** [LEAD AGENCY] reserves the right to renegotiate payment if:
1. Services are not being provided as outlined in this agreement.
  2. UWBA discontinues or reduces funding during the period of this Agreement.
  3. Any other funder for [SPARKPOINT CENTER] discontinues or reduces funding during the period of this Agreement.
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### **SECTION III: INDEPENDENT CONTRACT STATUS**

- A.** [PARTNER 1] has entered into this Agreement as, and shall continue to be, an independent contractor. Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between [LEAD AGENCY] and [PARTNER 1] or [PARTNER 1's] agents, employees or volunteers, and [PARTNER 1] shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it, its agents, employees, or volunteers, perform the services agreed upon in this Agreement.
- B.** [PARTNER 1] has and retains the right to exercise full control of employment, direction, compensation and discharge of all persons assisting [PARTNER 1] in the performance of the services to be provided pursuant to this Agreement and shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters.
- C.** [PARTNER 1], its employees and agents, shall not be entitled to any benefits accorded to [LEAD AGENCY'S] employees including worker's compensation, disability insurance, paid time off, or sick pay.
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### **SECTION IV: INSURANCE REQUIREMENTS**

- A.** [PARTNER 1], at its sole cost and expense, will maintain and keep in full force and effect, workers' compensation and commercial general liability insurance coverage with such carriers and within such limits as set forth in this Agreement. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the services rendered by [PARTNER 1] under the scope of this agreement.
- B.** [PARTNER 1] will maintain commercial general liability insurance in the amount of not less than \$X combined single limit, with a \$X annual aggregate, and include each of the following as Additional Insured on this policy:
1. [LEAD AGENCY];
  2. [SPARKPOINT CENTER]
- C.** [PARTNER 1] will provide [LEAD AGENCY] with duplicate originals or appropriate certificates of insurance verifying such coverage or endorsement acceptable to [LEAD AGENCY] within 30 days of commencing services under this Agreement. All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California.
- D.** No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to [LEAD AGENCY], not less than thirty (30) days prior to the effective date of such event.

## SECTION V: RELEASE OF LIABILITY

- A.** [LEAD AGENCY], the Partnerships, and any lenders to or investors in any of the Partnerships' developments will not be liable to the [PARTNER 1] for any damage to [PARTNER 1] property or [PARTNER 1], its employees, agents, volunteers, clients, board of directors, affiliates, successors or assigns, as a result of this agreement, except such damage that may be caused solely by the intentional misconduct or gross negligence by [LEAD AGENCY]. Except as specified in the preceding sentence, [PARTNER 1], its employees, agents, volunteers, clients, board of directors, affiliates, successors or assigns, forever waive and discharge all claims against [LEAD AGENCY], the Partnerships and any lenders to or investors in [LEAD AGENCY], for any damages arising for any reason as a result of this Agreement. Except as specified in the first sentence of this paragraph, the [PARTNER 1] hereby expressly waives any right [PARTNER 1] and anyone claiming by, through or under the [PARTNER 1], may have under Section 1542 of the California Civil Code, which reads as follows:
- a. "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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## SECTION VI: NON-DISCRIMINATION

- A.** [PARTNER 1] agrees that in providing services and staffing work for [SPARKPOINT CENTER], there will be no discrimination against or segregation of any person, or group of persons, on account of race, color, ancestry, creed, national origin, religion, sex, gender identity, familial status, disability, source of income, sexual orientation, age, pregnancy, marital or parental status, familial status, or any other arbitrary characteristic, nor will [PARTNER 1] or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of persons served through [SPARKPOINT CENTER].

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## SECTION VII: TERMINATION

- A.** This Agreement will terminate automatically on [DATE]. This time period may be extended by written mutual consent by both parties.
- B.** Prior to any dissolution of the Agreement, any amounts due and owed to [PARTNER] for work completed shall be paid, or reimbursed to [LEAD AGENCY] if work is not completed.
- C.** Either party may dissolve this agreement under the following circumstances with 30 days written notice, if reasonable attempts to rectify the situation are unsuccessful:
1. UWBA or other funders discontinues or reduces funding;
  2. [SPARKPOINT CENTER] work is no longer part of either organization's strategic priorities;
  3. The terms of this Agreement are not being met, after there has been notice and an opportunity to correct, provided by either party; or
  4. One party commits intentional misconduct or gross negligence against the other.

**SECTION VIII: MISCELLANEOUS**

- A.** This Agreement contains all of the agreements of the parties with respect to the subject matter herein, and cannot be amended or modified except by a written agreement.
- B.** Both parties are entering into this Agreement in good faith. On all matters not listed in this agreement, [PARTNER 1] and [LEAD AGENCY] agree to seek a compromise to the best of their abilities.
- C.** [PARTNER 1] shall not assign this Agreement without the written consent of [LEAD AGENCY], which consent may be withheld in [LEAD AGENCY'S] sole discretion. [LEAD AGENCY] also shall not assign this Agreement without the written consent of [PARTNER 1], which consent may be withheld in [PARTNER 1's] sole discretion.
- D.** This Agreement will be governed by and construed in accordance with the laws of the State of California.
- E.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

**PARTNER 1:**

PARTNER 1 FULL NAME

By: \_\_\_\_\_  
{NAME}, Title

Date: \_\_\_\_\_

**LEAD AGENCY:**

LEAD AGENCY'S FULL NAME

By: \_\_\_\_\_  
{NAME}, Title

Date: \_\_\_\_\_