

**EPA Community Change Grant
Partnership Agreement**

This Partnership Agreement (“**Agreement**”) is made as of this 19th day of November, 2024 (the “**Effective Date**”) by and between the following entities:

- A. Huerfano County, a political subdivision of the State of Colorado (the “**County**”)
- B. Huerfano County Economic Development Inc., a Colorado Non-Profit Corporation (“**HCED**”)

The above-listed parties may be referred to individually as “Party” or “Partner” and collectively as “Parties” or “Partners”

RECITALS

WHEREAS, the Parties agree and intend to form a partnership (the “Partnership”) for purposes of applying to the United States Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (“OEJECR”) for funding pursuant to the Environmental and Climate Justice Community Change Grants Program (the “Application”), Notice of Funding Opportunity Number EPA-ROEJECR-OCS-23-04 (“NOFO”); and

WHEREAS, the name of the Partnership formed under this Agreement shall be the Huerfano County Partnership for a Health and Sustainable Future; and

WHEREAS, the primary purpose of the Partnership shall be to oversee and manage completion of projects (the “Project”) funded by any grant awarded by OEJECR to the Partnership (the “Grant”); and

WHEREAS, the Parties agree to comply with the terms of the Grant and to ensure proper expenditures and management of Grant funds pursuant to the terms of the Grant, any and all applicable laws, and this Agreement; and

WHEREAS, the Partnership formed herein is consistent with CAA §138(b)(3) and Assistance Living 66.616 as between a local government (the County), and a Community-Based Non-Profit Organization (“CBO”), HCED; and

WHEREAS, the Parties desire to formalize and reduce to writing the processes by which they will cooperate to ensure grant compliance and a successful project that benefits Huerfano County residents.

AGREEMENT

In consideration for the promises herein, the recitals, and other good and valuable consideration, the Parties agree as follows.

Section 1. Roles.

- A. The County is the Lead Applicant for the Application and pursuant to this Agreement.
- B. HCED is the Statutory Partner for the Application and pursuant to this Agreement.

Section 2. Principal Place of Business.

The principal place of business of the partnership shall be 401 Main Street, Suite 201, Walsenburg, CO 81089.

Section 3. Term and Termination.

- A. The Term of this Agreement shall be three (3) years from the date a cooperative agreement is signed with EPA.
- B. This Agreement and the Partnership will be in effect upon notification of receipt of award from EPA.
- C. If Grant funding is not awarded, withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the Project, the County may immediately terminate or suspend the Agreement. In lieu of termination or suspension, the Parties may amend the Agreement to reflect new funding limitations and conditions. If temporary federal government shutdowns occur for any reason, the County may suspend this Agreement without advance notice.
- D. Should the Grant be extended for any reason this Agreement will also be extended with the agreement of the Parties.

Section 4. Duties of the County as Lead Applicant.

- A. Consistent with the terms of the Grant, the County as Lead Applicant shall be solely responsible for the overall management, performance, oversight and reporting responsibilities under the Grant, and for making subawards to the Statutory Partner and Collaborating Entities.
- B. The County shall be solely responsible for receipt of federal funds (the "Funds") from EPA pursuant to the Grant. The County shall ensure proper expenditures of the Funds on the Project and shall be liable for any unallowable costs.
- C. The County shall be responsible for compliance, including legal compliance, with the terms of the Grant, and for managing risks associated with receipt of Funds for the Project.
- D. If the application is selected for award, the County will make a subaward to HCED that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance.
- E. The County shall work cooperatively and in good faith at all times with HCED to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws.

Section 5. Duties of HCED as Statutory Partner.

- A. Consistent with the terms of the Grant, HCED as Statutory Partner shall be responsible for executing the components of the project as outlined in the grant application, and community engagement activities assigned with these tasks.
- B. HCED shall work cooperatively and in good faith at all times with the County to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws

Section 6. The Partnership.

- A. The County and HCED shall be equal partners in this Partnership to implement the Project with equal voting rights, unless the Agreement is amended pursuant to Section 8 to add one or more Statutory Partners. Any amendment to the Agreement to effectuate the addition of a Statutory Partner(s) shall set forth the relative authority percentages of the Parties.
- B. Any decision requiring the Partnership to enter into a contract with another person or entity requires a unanimous vote by all Parties. The Partnership qualifies for and agrees to opt-out of appointing a partnership representative under 26 U.S.C. §6221.

- C. There are no anticipated profits associated with performance under this Agreement.
- D. The Parties will not make monetary contributions to the Partnership in addition to the grant funds. Any advance of money to the Partnership by any Partner in excess of the amounts provided for in this agreement or subsequently agreed to as an additional contribution will be deemed a debt owed by the Partnership and not a capital contribution.
- E. The Partners agree that should any dispute arise or the emergence of unforeseen circumstances that impede the project's progress, the Partners agree to participate in good faith in a resolution process. The Partners agree to indemnify and hold harmless each other, from and against any and all losses, liabilities, damages and costs that may arise in connection to any disputes or unforeseen circumstances
- F. The Partnership will amend this agreement to include new partners upon the written and unanimous vote of the Partners.
- G. The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of the Partners.
- H. HCED may withdraw from the Partnership as Statutory Partner upon no less than ninety (90) days prior written notice to the County.
 - a. This Agreement shall terminate automatically if the County does not identify a new Statutory Partner(s), which qualifies as a CBO, to replace HCED via amendment to this Agreement prior to the effective date of the withdrawal.
 - b. The Parties shall be liable for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination
 - c. Upon notification of withdrawal, HCED shall have no vote on a replacement Statutory Partner(s) unless otherwise agreed by the Parties in writing. The County must ensure that the replacement has the comparable expertise, experience, knowledge, and qualifications of the replaced Statutory Partner to ensure successful grant completion within three years.
 - d. This Agreement shall be continued on the same terms and conditions as set forth herein, following replacement of HCED, provided that an amendment shall be executed to identify the new Statutory Partner(s).
- I. The Partners acknowledge that EPA is not a party to the Partnership Agreement, and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.
- J. The Partners acknowledge that replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.
- K. Within thirty (30) days of the effective date of this Agreement and throughout the effective term of this Agreement, each Party shall obtain and/or renew all necessary licenses and permits to do business under this Agreement. The Parties agree to execute such instruments as are necessary to perform their duties under this Agreement.

Section 7. Accounting.

- A. All accounts related to the Partnership including contribution and distribution accounts will be audited on an annual basis at the end of the fiscal year, which is complete on the last day of December of each year.
- B. All Partners will maintain an individual contribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner shall be allowed to review all books of account at any time they request.
- C. Each Partner will be responsible for his or her own taxes on any distributions made pursuant to this Agreement.
- D. Accounting records will be kept on a cash basis.

Section 8. General Provisions.

- A. Amendments. Any amendment or addition to this Agreement must be in writing, approved and signed by the Parties to this Agreement.
- B. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.
- C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- D. Venue. Venue to any action arising from this Agreement shall lie in the state courts in Huerfano County, Colorado. Each Party submits to the jurisdiction and venue of this court and waives any objection to which it otherwise might be entitled regarding such jurisdiction or venue and any right it may have to remove an action to federal court.
- E. Waiver of Right to Jury Trial. Each party waives any right it has or may have to a jury trial in any action, suit, or proceeding arising out of or in connection with this Agreement.
- F. Force Majeure. No Party will be considered in default under this Agreement to the extent that such performance is delayed or prevented by fire, flood, hurricane, tornado, earthquake, other natural disaster, pandemic or other state or county declared health emergency, riot, war, terrorism, labor disputes, or civil strife.
- G. Entire Agreement. This Agreement states the entire agreement among the Parties with respect to the subject matter of this Agreement and supersedes and replaces all previous discussions, negotiations, and agreements.
- H. Waiver. The failure of any Party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted to such Party under this Agreement will not be construed as waiving such provision or any other provision of this Agreement.
- I. Severability. If any provision of this Agreement is held invalid or unenforceable, the invalidity or unenforceability will not invalidate the remaining provisions of this Agreement.
- J. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signature), all of which taken together will constitute one and the same agreement.

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the date set forth in Section 3 above, regardless of the date of actual signature.

Huerfano County, Acting by and through its Board of County Commissioners

By: _____

Date Signed: _____

Name: Arica Andreatta
Title: Chairman, Board of County Commissioners

Attest:

By: _____
County Clerk and Recorder

Date Signed: _____

Huerfano County Economic Development Inc.

By: _____

Date Signed: _____

Name: Lola Spradley
Title: President

Attest:

By: _____
Secretary

Date Signed: _____