

PARTNERSHIP AGREEMENT
El Paso Community Action Program Project BRAVO

THIS PARTNERSHIP AGREEMENT is entered into by and between the **County of El Paso**, a political subdivision organized and existing under the laws of the State of Texas, hereinafter referred to as (the “County”), and **El Paso Community Action Program Project BRAVO** a Texas non-profit corporation, hereinafter referred to as (“Partner”).

WITNESSETH:

WHEREAS, The Partners are executing this document to create a partnership. This partnership will be known as El Paso County Wastewater and Weatherization Improvements (the “Partnership”);

WHEREAS, The partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency Community Change Grant (CCG);

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, the parties adopt the above recitals and agree as follows:

I. THE PARTNERSHIP

- a. The terms and conditions of their Partnership will be outlined in this Agreement.
- b. The Partnership will be in effect when signed by the last party whose signing makes the Agreement fully executed.
- c. The Partnership will only be terminated as outlined in this Agreement.
- d. The Partnership will be governed under the laws of the state of Texas.
- e. The Partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.
- f. This Agreement is contingent upon the receipt of grant funds from the Environmental Protection Agency (EPA). If the grant application is not approved, this Agreement will become null and void, and neither party will have any obligations under this Agreement.

II. ROLES OF THE PARTNERSHIP

- a. The County shall be the Lead Applicant of a CCG and will:
 - i. If the application is selected for award, will enter into a subaward agreement with the Partner.
 - ii. Be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities.
 - iii. Make a subaward to the Partner in the amount consistent with the final EPA-approved grant budget.
 - iv. Ensure that all subawards comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA’s Subaward Policy and

- related guidance.
 - v. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - vi. Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - vii. Be responsible for the following project-specific activities:
 - a. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for the construction of wastewater projects. Administration of the contract includes the responsibility for engineering and construction and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award.
 - b. Share decision-making authority with Partner as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- b. The Partner if the CCG is awarded, shall:
- i. Be responsible for the following project-specific activities:
 - a. The Partner will be responsible for the following: outreach, scheduling and holding community meetings, program participant determination of eligibility, case management of program participants, home assessments, supervise sub-contractors performing weatherization work, maintain program participant files for up to five years, maintain invoices and other financial documents related to weatherization work for up to five years, and track program participant data such as demographic information and program outcomes.
 - b. Share decision-making authority with the County as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

III. DISPUTE RESOLUTION

- a. Where possible, disputes will be resolved by informal discussion between the parties. Any modifications to this agreement shall be done in writing and with the approval of both parties.
- b. 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.

IV. REPLACEMENT OF STATUTORY PARTNER

- a. In the event the Partner shall fail to fully and timely perform any of its obligations under CCG, except the County's default, or the termination of this Agreement in accordance with its terms, the County may replace Partner with a new Community Based Organization (CBO) to ensure successful completion of grant. New CBO will have comparable expertise, experience, knowledge and qualification to complete

project with the project period.

- b. Any Replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

V. GRANT APPLICATION

- a. County shall not submit a CCG application for this partnership without the written approval of the Partner.

VI. NOTICE

- a. Funding for the project is being sought as part of this contract, primarily from the Environmental Protection Agency's Community Change Grant Funds. Consequently, the Partner must adhere to all requirements and stipulations set forth by the funding agency.
- b. The Partners agree to prepare the necessary documents that meet the criteria outlined in the Notice of Funding Opportunity (NOFO).
- c. The County acknowledges that all work is conducted with the expectation of overall project acceptance and will assume full responsibility for securing project funding.
- d. Payment to the Partner will be made after funding is secured, project acceptance is achieved, and the grant agreement is completed.

VII. END OF PARTNERSHIP

- a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When Partner is replaced under the procedure listed in Section 4 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.

VIII. INDEMNIFICATION

Partner agrees to indemnify and hold harmless the County and its officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorneys' fees and costs related to any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of Partner's obligations, services, operations, activities, default, negligence, and/or misconduct under this Agreement, whether by the Partner, its directors, officers, employees, or agents

IX. NO ASSIGNMENT

- a. Partner shall not assign, delegate, or attempt to convey an interest in this Agreement. In the event Partner does attempt to so convey an interest in this Agreement, said Agreement shall be terminable.

X. COMPLIANCE WITH LAWS

- a. Partner shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided shall constitute a material breach of this Agreement.

XI. PROHIBITED ACTS

- a. Partner understands that during the term of this Agreement:
 - i. Conflict of Interest: It has no interest in, and shall not acquire any interest, direct or indirect, in any contract or subcontract that will conflict in any manner or degree with the performance of the services performed under this Agreement. Any violation of this paragraph, with knowledge express or implied, by the Partner shall render this Agreement voidable by the County and shall entitle the County to appropriate reimbursement.
 - ii. Discrimination: No person in the United States has been or will be, on the grounds of race, color, national origin, age, sex, religion, disability or other legally protected category, excluded from participation in, denied the benefits of, or be subject to discrimination under, any program or activity funded in whole or part with funds made available to the Partner pursuant to the terms of this Agreement.
 - iii. Discriminatory Criteria: Partner may not use criteria or methods of administration that have the effect of a) subjecting individuals to discrimination on the basis of race, color, national origin, age, sex, religion, disability, or other legally protected category, and/or b) defeating or substantially impairing accomplishment of the object of programs funded under this Agreement with respect to individuals in a legally protected category.
 - iv. Prohibited Interest: No member, officer, or employee of the Partner, or its designees or agents, or members of Commissioners Court, and no other public official of the County who exercises any functions or responsibilities with respect to the program during their tenure or for one (1) year thereafter, assisted with this Agreement or has had any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, shall perform work in connection with these services or program.

XII. NON-RELIGIOUS ACTIVITIES

- a. Partner will provide the stated services in a manner that is exclusively non-religious in nature and scope. Partner agrees there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the services provided under this Agreement.

XIII. SUBCONTRACTS

- a. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the County. Partner shall be fully responsible for the acts and omissions of its sub Partners and of persons either directly or indirectly employed by them.

XIV. ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement of the parties in reference to this partnership.

APPROVED on _____, 2024

THE COUNTY OF EL PASO

**El Paso Community Action Program
Project BRAVO**

By: _____
Ricardo A. Samaniego
County Judge
Date: _____

By: _____
Laura Ponce
Executive Director
Date: _____

APPROVED AS TO CONTENT:

Public Works, Planning and Development

APPROVED AS TO Form:

Assistant County Attorney