

## **EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT**

This Partnership Agreement (the "Agreement") is made and entered into this 6th day of November, 2024 (the "Effective Date"). The Partners in this Agreement are as follows:

The Lead Applicant is Habitat for Humanity of the Greater La Crosse Region ("Habitat").

The Statutory Partner is City of La Crosse, Wisconsin a Wisconsin Municipal Corporation ("City").

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 *ReNew La Crosse* (the "Partnership").
- II. THE PARTNERSHIP
  1. The Partners wish to become partners for the purpose of the Environmental Protection Agency (EPA) Community Change Grant (CCG).
  2. The terms and conditions of their Partnership will be outlined in this Agreement.
  3. If the Agreement is executed, the Partnership will be in effect upon notification of receipt of the award.
  4. The Partnership can only be terminated as outlined in this Agreement.
  5. The Partnership's primary place of business will be 3181 Berlin Drive, La Crosse WI 54601
  6. The Partnership will be governed under the laws of the State of Wisconsin.
  7. The Partnership's primary purpose is the execution of the proposed grant application titled *ReNew La Crosse*.
  8. The Partners agree to follow all Statutory Partnership Requirements as outlined on Exhibit A attached hereto.

As Lead Applicant, Habitat is responsible for:

1. The overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to the Statutory Partner and Collaborating Entities as outlined in the proposed application budget, the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs,

2. Compliance, legal issues, and managing risks associated with the project.
3. If the City cannot perform for some unforeseen reason under the terms of this agreement, the City will assign all rights and obligations to another comparable Statutory Partner to ensure successful grant project completion within 3 years. Replacement may be necessary for various reasons including, but not limited to, performance issues. The replacement Statutory Partner will require prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6) and Statutory Partner will provide assistance in finding a replacement with due haste.
4. If the proposed application is selected for award, to enter into a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance that contains terms and conditions, including those listed above.

### III. DISPUTES

1. Should any dispute arise or the emergence of unforeseen circumstances impeding the project's progress, the Partners agree to participate in good faith in a resolution process.
2. 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. CONTRIBUTIONS

If awarded, the Partners intend to make contribution to the Partnership as follows:

Habitat:

No monetary contributions are anticipated to be made in addition to the grant funds. Habitat will oversee all construction operations on private properties associated with the following strategies as detailed in the proposed grant application titled *ReNew La Crosse*

❖ *Pollution Reduction Strategy: Indoor Air Quality and Community Health Improvements as detailed in the Work Plan Narrative, and*

❖ *Climate Action Strategy 1: Green Infrastructure and Nature-Based Solutions as detailed in the Work Plan Narrative, and*

❖ *Climate Action Strategy 3: Energy-Efficient, Healthy, and Resilient Housing and Buildings as detailed in the Work Plan Narrative, and*

## Exhibit A.

### Statutory Partnership Requirements and Collaborating Entities

The Statutory Partnership application is comprised of a Lead Applicant (an eligible Community-Based Organization (CBO), Federally recognized Tribe, local government, or institution of higher education) who enters into a Partnership Agreement with a Statutory Partner (which is another eligible entity – a CBO, Federally recognized Tribe, local government, or institution of higher education) to carry out the grant activities if the application is selected for funding. If the application is selected for award, the Lead Applicant will enter into a subaward with the Statutory Partner that must contain the elements of the Partnership Agreement in Appendix B. The Lead Applicant must include a copy of a written and signed Partnership Agreement with their application to be eligible for funding consideration.

To ensure effective grant performance to meet the objectives of the Community Change Grants outlined in Section I, subawards from the Lead Applicant to other entities to implement and perform specific grant project activities identified in the application will be necessary. These other entities, including the Statutory Partners, are collectively referred to as Collaborating Entities in the Notice of Funding Opportunity (NOFO). Given the community centered focus of the Community Change Grants, applications that do not include Collaborating Entities will likely not score well during the evaluation process. Collaborating Entities may include Statutory Partners (CBOs, Federally-recognized Tribes, local governments, and institutions of higher education) and entities that cannot legally be Statutory Partners (e.g., states, territorial governments, and international organizations). However, for-profit firms and individual consultants or other commercial service providers cannot be Collaborating Entities. Subawards made by the Lead Applicant and Collaborating Entities to implement the project strategies and activities under the application must be made consistent with the grant regulations at 2 CFR 200.331 and as permitted in Appendix A of the EPA Subaward Policy.

If selected for award, the Lead Applicant will become the grantee, operating as a pass-through entity for purposes of 2 CFR Part 200 and the EPA Subaward Policy, and taking responsibility for making subawards to Collaborating Entities. The Lead Applicant will also be accountable to EPA for effectively carrying out the full scope of work and the proper financial management of the grant (including the subawards it makes under the grant, and contracts to consultants and procurement contractors selected in accordance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 as well as EPA's 40 CFR Part 33 Disadvantaged Business Enterprise rule). Additionally, as provided in 2 CFR § 200.332, the Collaborating Entities, and other subrecipients, will be accountable to the

**Lead Applicant for proper use of EPA funding. Note that pursuant to 2 CFR § 200.332(a)(2), as implemented in Items 2 and 4 of EPA's Establishing and Managing Subawards General Term and Condition, successful Lead Applicants in the Statutory Partnership must ensure that the terms and conditions of the grant agreement “flow down” to all subrecipients in the subawards. EPA has developed an optional template for subaward agreements, available in Appendix D of the EPA Subaward Policy.**

**As noted above, Collaborating Entities cannot include for-profit procurement contractors or individual consultants who may be involved in project performance but who receive procurement awards made in compliance with the competitive procurement requirements in 2 CFR Parts 200 and 1500 and 40 CFR Part 33. Further information on procurement and distinguishing between subawards and procurement transactions can be found in the Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements and in EPA Subaward Policy.**

Habitat will oversee the compliance and completion of any subawards associated with the following strategies as detailed in the proposed grant application titled *ReNew La Crosse*

❖ *Climate Action Strategy 8: Workforce Development Programs for Occupations that Reduce Greenhouse Gas Emissions and Air Pollutants as detailed in the Work Plan Narrative.*

City:

No monetary contributions are anticipated to be made in addition to the grant funds. The City will oversee all construction operations on public property associated with the following strategies detailed in the proposed grant application titled *ReNew La Crosse*

❖ *Pollution Reduction Strategy 3: Clean Water Infrastructure to Reduce Pollution Exposure and Increase Overall System Resilience as detailed in the Work Plan Narrative, and*

❖ *Climate Action Strategy 1: Green Infrastructure and Nature-Based Solutions as detailed in the Work Plan Narrative. COSTS*

The Partners will share programmatic costs consistent with the application budget submitted for the EPA Community Change Grant program and any EPA approved revisions.

## V. ACCOUNTING

1. All accounts related to the Partnership including but not limited to distribution accounts will be audited upon agreement of both Partners.
2. Both Partners will maintain individual accounts for both the receipt and distribution of funds. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Partners will be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs
3. Each Partner will be responsible for their own tax filings.
4. Accounting records will be kept on a modified accrual basis.
5. The fiscal year for all financial reporting purposes related to the Partnership will be complete on December 31st each year. All Partners will present a full annual accounting based on generally accepted accounting principles and including but not limited to; all monies received, all expenses incurred, and any and all assets and/or liabilities related to the Partnership, this Agreement, or any of the work performed as part of the scope defined in project documents submitted as part of the CCG application. This information on the state of the Partnership shall be

provided to the Partners within sixty (60) days of the completion of each fiscal year.

**VI. NEW PARTNERS**

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of both Partners. The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of both Partners. 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.

**IX. END OF THE PARTNERSHIP**

1. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
  - a. When City is replaced under the procedure listed in Section VIII of this agreement.
  - b. When the CCG is completed as determined by EPA. Or when EPA project completion deadline of three (3) years post award has been reached
  - c. When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
  - d. When the Partnership is informed that their resubmitted application is rejected.
2. The Partners agree to be bound by the terms of the Agreement and agree that the Partners have received due consideration for entering into this contract.

Lead Applicant: \_\_\_\_\_

Kahya Fox, Executive Director, Habitat for Humanity of the Greater La Crosse Region

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

Statutory Partner: \_\_\_\_\_

Mitch Reynolds, Mayor, City of La Crosse, Wisconsin

Date Signed: 11/14/2024



OFFICE OF THE MAYOR  
LA CROSSE

24-1469

November 11, 2024

I hereby approve the submitting of the attached Legislation "Resolution requesting approval of the EPA Community Change Grant Partnership Agreement between Habitat for Humanity for the Greater La Crosse Region and the City of La Crosse" to be considered at the Finance and Personnel Committee. This approval is given due to the time element necessitating consideration of the attached Legislation at the earliest possible date.

A handwritten signature in black ink, appearing to read "Mitch Reynolds", is written over a horizontal line.

Mayor Mitch Reynolds