

**EXHIBIT A – RESOLUTION NO. 2024-032**  
**DESCHUTES COUNTY EPA**  
**COMMUNITY CHANGE GRANT**  
**PARTNERSHIP AGREEMENT**

THIS DESCHUTES COUNTY EPA COMMUNITY CHANGE GRANT PARTNERSHIP AGREEMENT (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between Deschutes County, Oregon, a municipal corporation, (hereinafter referred to as “the County” and/or “Lead Applicant”) and NeighborImpact, an Oregon public benefit nonprofit organization (“NeighborImpact” or “Statutory Partner”), Individually, each party to this Agreement is a “Party”; collectively, they are the ”Parties” or the “Partners.”

**RECITALS**

- A. 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-R-OEJECR-OCS-23-04 (“NOFO”);
- B. WHEREAS, the name of the Partnership formed under this Agreement shall be the Deschutes County Environmental Protection Agency (“EPA”) Community Change Grant Partnership; and
- C. 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”);
- D. 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;
- E. 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”) (NeighborImpact);
- F. WHEREAS, NeighborImpact qualifies as a CBO for grant eligibility purposes as a “nonprofit organization” as defined at 2 CFR 200.1. Documentation demonstrating that NeighborImpact is a nonprofit organization will be submitted with the Application;

- G. WHEREAS, NeighborImpact is a public benefit nonprofit organization that supports and/or represents the community of residents located in South Deschutes County through engagement, education and other related services provided to individual community residents and community stakeholders. NeighborImpact has a geographic presence or connection in, or relationship with the specified community the projects are intended to benefit;
- H. WHEREAS, the County is the Lead Applicant on the Application and pursuant to this Agreement. NeighborImpact is the Statutory Partner on the Application and pursuant to this Agreement. Supporting documentation will be submitted with the Application; and
- I. WHEREAS, the Parties desire to memorialize this Agreement on the terms and conditions set forth below.

## **AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the terms and conditions as follows:

- 1. Principal Place of Business. The principal place of business of the Partnership shall be 117 NW Lafayette Avenue, Bend, OR 97703.
- 2. Term. The Term of this Agreement shall be three (3) years from the date of receipt of the Grant with the signing of a cooperative agreement with EPA.
- 3. Lead Applicant's Duties: Grant Management, Performance and Compliance
  - 3.1 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 Collaborating Entities.
  - 3.2 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.
  - 3.3 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.

- 3.4 The County shall be responsible for purchase and siting of air curtain burner, mobile air curtain burner, septic system sampling, site evaluations, septic permits, and home weatherization, rehabilitation, well repair or replacement requiring structural, mechanical, electrical, or plumbing permits within the Project Area, and for community outreach activities associated with the Newberry Country Plan Update.
- 3.5 The County shall work cooperatively and in good faith at all times with NeighborImpact to accomplish the primary purpose of the Partnership and to comply with the terms of the Grant and all applicable laws.
4. Statutory Partner's Duties.
  - 4.1 Consistent with the terms of the Grant, NeighborImpact as Statutory Partner shall be responsible for providing assistance to homeowners within the Project Area for home weatherization, rehabilitation, well repair or replacement, and community engagement activities assigned with these tasks.
  - 4.2 NeighborImpact 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.
5. Interest, Authority and Cost Sharing.
  - 5.1 The County and NeighborImpact shall be equal partners in this Partnership to implement the Project with equal voting rights, unless the Agreement is amended pursuant to Section 7.2 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.
  - 5.2 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.
  - 5.3 There are no anticipated profits associated with performance under this Agreement.
6. Accounting.
  - 6.1 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 June of each year.

6.2 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.

6.3 Each Partner will be responsible for his or her own taxes on any distributions made pursuant to this Agreement.

6.4 Accounting records will be kept on a cash basis.

7. Withdrawal, Replacement and/or Addition of Statutory Partner.

7.1 NeighborImpact may withdraw from the Partnership as Statutory Partner upon no less than ninety (90) days prior written notice to the County.

7.1.1 This Agreement shall terminate automatically if the County does not identify a new Statutory Partner(s), which qualifies as a CBO, to replace NeighborImpact via amendment to this Agreement prior to the effective date of the withdrawal.

7.1.2 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.

7.1.3 Upon notification of withdrawal, NeighborImpact shall have no vote on a replacement Statutory Partner(s).

7.1.4 This Agreement shall be continued on the same terms and conditions as set forth herein, following replacement of NeighborImpact, provided that an amendment shall be executed to identify the new Statutory Partner(s).

7.2 The Parties may amend this Agreement by unanimous vote to add one or more additional Statutory Partner(s) with constitute a CBO and have expertise and qualifications to assist with management of projects funded by the Grant.

8. Agreement to Enter Subaward Agreement. The County and NeighborImpact agree to enter a subaward agreement in compliance with grant regulations set forth at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance, and in

accordance with the terms of a cooperative agreement between EPA and the County to be executed following award of the Grant.

9. Agreement to Maintain Status. Within thirty (30) days 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, register its official Doing Business As Name (“DBA”), if applicable and obtain a Federal Employer Identification Number (“EIN”). The Parties agree to execute such instruments as are necessary to perform their duties under this Agreement.
10. Termination or Suspension of Agreement. If Grant funding is 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 or state government shutdowns occur for any reason, the County may suspend this Agreement without advance notice.
11. Miscellaneous.
  - 11.1 Attorney Fees. In the event a party to this Agreement brings any action, suit, or arbitration against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement or makes a bankruptcy claim, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action, suit, or arbitration, including actual attorney fees, at trial, and on appeal, arbitration, or in any bankruptcy court.
  - 11.2 Jurisdiction. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Oregon.
  - 11.3 Venue. Venue for any suit or action specifically to enforce the provisions of this Agreement shall lie in Deschutes County, Oregon.
  - 11.4 Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement shall not be impaired.
  - 11.5 Entire Agreement. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter contained herein and may be modified only in writing.

11.6 Amendment. This Agreement may be amended only as stated in writing and executed by all Parties.

11.7 Waiver. A failure by either Party to insist on strict performance by the other Party of any provision in this Agreement shall not constitute a waiver of the other Party's obligations. Waiver of any right must be in writing and signed by an authorized representative of the Party waiving the right.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

DESCHUTES COUNTY BOARD OF COUNTY COMMISSIONERS

PATTI ADAIR, Chair

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ANTHONY DeBONE, Vice Chair

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PHIL CHANG, Commissioner

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DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

NEIGHBORIMPACT

SCOTT COOPER, Executive Director

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