

# Contract Review Sheet

CS-5576-23

Contract for Services #: CS-5576-23 Amendment #: \_\_\_\_\_

Contact: Krista Ulm Department: Community Services Department

Phone #: (503) 373-4447 Date Sent: Tuesday, October 3, 2023

Title: Econ - Opal Creek Promise Grant Implementation Planning

Contractor's Name: Economic Consultants Oregon LTD

Term - Date From: October 4, 2023 Expires: June 30, 2024

Original Contract Amount: \$127,690.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$127,690.00 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# CS1377-23

Description of Services or Grant Award

Contractor will create a community based implementation plan for the Opal Creek Promise Grant Funding.

Desired BOC Session Date: 10/11/2023 BOC Planning Date: 10/5/2023

Files submitted in CMS: 10/3/2023 Printed packet & copies due in Finance: 9/26/2023

BOC Session Presenter(s) Lari Rupp

## FOR FINANCE USE

Date Finance Received: \_\_\_\_\_ Date Legal Received: \_\_\_\_\_

Comments: Y

## REQUIRED APPROVALS

\_\_\_\_\_  
Finance - Contracts Date

\_\_\_\_\_  
Contract Specialist Date

\_\_\_\_\_  
Legal Counsel Date

\_\_\_\_\_  
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/11/2023
Department: Community Services

Title: Opal Creek Promise Implementation Planning

Agenda Planning Date: 10/5/23 Management Update/Work Session Date: 10/3/23 Audio/Visual aids [checked]

Time Required: 10 minutes Contact: Lari Rupp Phone: 503-589-3235

Requested Action: Approval of a Contract for Services with Economic Consultants Oregon LTD, dba ECONorthwest for Opal Creek Promise Grant Implementation Planning retroactive to October 4, 2023

Issue, Description & Background: The Marion County Economic Development Program has been working to attain the 1996 Opal Creek Promise funding to support economic development in the North Santiam Canyon communities. At the April 13, 2023 Economic Development Board Work Session, staff were directed to utilize a portion of the Opal Creek Promise funding to procure a contractor to develop a community-driven implementation plan for the remaining \$12 million from the 2023 federal disaster supplemental budget. Upon this direction, staff developed an RFP for the Opal Creek Promise Implementation Plan. This RFP was published on May 16, 2023 and closed on June 7, 2023. On July 20, 2023, the evaluation team reviewed the submittals and recommended moving forward with ECONorthwest. For this project, ECONorthwest will work with Marion County on the establishment of a grant implementation strategy through the Opal Creek Promise Implementation Plan. The project is proposed to be split into three phases over a 6-month contract term.

Financial Impacts: The FY 23-24 budget allocates \$14,900,000 to support Opal Creek Promise projects. All \$127,690 in project costs are anticipated to be expended during Marion County's 23-24 Fiscal Year.

Impacts to Department & External Agencies: Marion County will undertake a comprehensive process to develop the Opal Creek Promise Implementation Plan. This plan will determine the final allocation of the remaining \$12 million, with a focus on both construction and non-construction projects. During this phase, the county will conduct extensive research and outreach efforts to ensure that the allocation aligns with the needs and priorities of the North Santiam Canyon communities.

List of attachments: Attachment 1: Marion County Contract for Services CS-5576-23

Presenter: Lari Rupp, Economic Development Specialist

Department Head Signature: [Handwritten signature]

**REQUEST FOR AUTHORIZATION OF CONTRACT  
CS-5576-23**

**Date:** October 2, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Krista Ulm

**I. Subject: Retroactive**

The Marion County Community Services Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Economic Consultants Oregon LTD, dba ECONorthwest for Opal Creek Promise Grant Implementation Planning with a value of \$127,690.00 and will be effective retroactive to 10/4/2023 upon approval.

**A. BACKGROUND**

An RFP was issued on 5/16/23 and closed 6/7/23. The evaluation committee met on 7/20/23 to discuss proposal scoring and select a vendor, however, since the scores were close, it was decided to schedule an interview with both proposers. The interview scheduling got delayed due to a family emergency (Krista) and when I got back into the office, one of the evaluators had edited their scores based on the evaluation committee discussions. With the new scoring and the tight project timeline, it was decided to move forward with the highest scoring proposer. Contract negotiations ensued with ECONorthwest.

**B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:**

Contractor must start work immediately due to the tight timeline to create an implementation plan for the Opal Creek project.

**C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:**

I am receiving assistance from program staff to get contracts drafted and executed, but my workload prevents me from getting contracts executed timely.

Submitted by:

Acknowledged by:

\_\_\_\_\_  
Krista Ulm  
Community Services Department

\_\_\_\_\_  
Department Head

Reviewed by:

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Contracts & Procurement

Acknowledged by:

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Jan Fritz, CAO

**MARION COUNTY  
CONTRACT FOR SERVICES  
CS-5576-23**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Economic Consultants Oregon LTD, dba ECONorthwest, an Oregon Domestic Business Corporation hereinafter called Contractor.

**RECITALS**

WHEREAS, County issued Request for Proposal CS1377-23 for Opal Creek Promise Grant Implementation Planning on May 16, 2023.

WHEREAS, Economic Consultants Oregon, LTD dba ECONorthwest submitted a proposal in response to CS1377-23 on June 7, 2023, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Economic Consultants Oregon, LTD dba ECONorthwest on September 8, 2023.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**1. TERM**

This Contract is effective on October 4, 2023, and expires on June 30, 2024, the date all warranties have expired, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond September 30, 2024.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$127,690.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) #(s) of federal funds to be paid through this Grant: 10.726

### 3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 28. C. (i) through (iv) of this Contract. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:
- i. Termination of this Contract, in whole or in part;
  - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT**

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE**

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION**

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS**

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

**9. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

## **10. REPORTING REQUIREMENTS**

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

## **11. CONFIDENTIALITY OF RECORDS**

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

## **12. INDEMNIFICATION AND INSURANCE**

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.



### **13. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

### **14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

### **15. INDEPENDENT CONTRACTOR**

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

**16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS**

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws. Contractor may refer to the project and/or work product in material used for advertising/marketing and business development purposes only.

**18. NO THIRD-PARTY BENEFICIARIES**

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE**

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER**

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES**

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

**23. INSURANCE**

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

- Required by County**  **Not required by County.**
- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

- Required by County**  **Not required by County.**
- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

**Required by County**  **Not required by County.**

**Minimum Limits:**

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

**Required by County**  **Not required by County.**

**Minimum Limits:**

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. NOTICE**

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:  
 Cindy O’Connell, Head of Operations  
 Economic Consultants Oregon LTD  
 222 SW Columbia St. Suite 1600  
 Portland, OR 97201  
[oconnell@econw.com](mailto:oconnell@econw.com)

To County  
 Community Services Dept. Attn: Krista Ulm  
 555 Court Street NE, Suite 3120  
 P.O. Box 14500  
 Salem, Oregon 97309  
[kulm@co.marion.or.us](mailto:kulm@co.marion.or.us)

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**27. AMENDMENTS**

This agreement may be amended if mutually agreed to by both parties.

- A. Anticipated Amendments  
 This is anticipated to be amended for the following reasons:
  - i. To add additional terms and add funds to cover those additional terms.
  - ii. To adjust the rate
- B. Unanticipated Amendments  
 All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

**28. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.

- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any items or intellectual property rights delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

**29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**ECONOMIC CONSULTANTS OREGON LTD, DBA ECONORTHWEST SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Date

Title: \_\_\_\_\_

## **EXHIBIT A STATEMENT OF WORK**

### **1. STATEMENT OF SERVICES**

Contractor shall perform Services as described below.

#### **A. GENERAL INFORMATION.**

Marion County's Economic Development Program (Program) develops policies and procedures to guide the County in its administration of Oregon Lottery funds which are restricted to programs and projects that create jobs, support workforce, and further economic development.

In January of 2023, Marion County was informed of the opportunity to pursue the remaining \$12 million of Opal Creek Promise dollars through Congressionally Directed Disaster Relief funding.

The Contractor will establish a grant funding allocation strategy and implementation plan to provide direction that will be utilized to administer these funds, hereafter called, the "Opal Creek Promise". The initiatives contained in the Plan will strive to be ambitious and will be based on data of economic trends and support from elected officials, stakeholders, and the general community.

#### **B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

##### **Phase 1: Data Gathering & Stakeholder Interviews**

**Task 1.0: Project Management.** Contractor will organize, facilitate, and conduct project team meetings approximately twice per month where project team members can provide project updates, coordinate on the next steps, and discuss any schedule, budget, or content-related issues. The Proposal and budget assume that these meetings are virtual and will not require travel. The two primary activities in this task are:

- Kickoff meeting and scope development
- Ongoing project management

**Task 1.1: Data Gathering and Investment Framework Development.** The County and other entities have completed a growing list of studies and planning documents prior to and since the 2020 fires. These documents identify priority investments in the Santiam Canyon to stimulate economic recovery. Contractor will review this body of economic development and recovery planning documents for the Santiam Canyon along with local city plans to include as part of outreach materials and in the final Opal Creek Promise Implementation Plan (OCPIP).

The purpose of this effort is to ensure continuity with past work, reference key strategic directions to frame the public outreach effort and develop an initial list of potential economic development projects that past planning processes have identified, to bring forward into the screening process. Contractor will also seek out coordination with concurrent planning efforts, including the Marion County Economic Development Strategy 2023 Update currently underway with Better Cities, and Contractor team's work with the City of Gates and Detroit in their Visioning and Code Update processes.



Past plans for review may include those listed in the Proposal. Given Contractor's role and existing familiarity with many of these plans, Contractor will adjust this list and review alternative sources provided by County staff as requested.

Contractor will also draw upon experience in Oregon and across the Western United States to compile best practices from other community and economic development strategies, including communities that are recovering from wildfire disasters.

**Deliverables include:**

- Best practices and successful strategies for economic development in rural economic development and wildfire recovery, incorporated into the Task 1.3 Commissioner presentation
- List of priority projects identified in previous plans, along with rationale for each project, associated costs, and assumptions

**Task 1.2: Stakeholder Outreach.** Contractor will work with County staff to gather input on priority projects from key stakeholders throughout the Canyon through small group meetings, interviews, and a public survey. Contractor will reference recent work as much as possible to align Opal Creek Promise engagement with other related outreach efforts. This task will include:

- One-on-one meetings with County Commissioners
- Stakeholder interviews (up to 15 small group or individual interviews). Contractor will develop interview guides, coordinate and schedule interviews, facilitate interviews (in coordination with County staff), and incorporate findings into a summary memorandum. Contractor will spend one to two days in the Canyon conducting as many individual and group interviews as possible. All other interviews will be virtual.
- Community Open House. Contractor will host two (2) in-person community open houses (timed during the same trip to Santiam Canyon) building on recent momentum for visioning work in the Santiam Canyon. County staff will handle event logistics, including room rental, food/beverages, A/V needs, and advertising the event.
- Development, deployment, and summary of a community survey. Contractor will work with the County to develop a plan to execute a short online community survey. County staff will distribute the survey.

**Deliverables include:**

- Meeting materials for small group conversations.
- Community survey draft and a summary of response themes
- Memo summarizing key themes from outreach and implications for Opal Creek Promise investments.

**Task 1.3: Board of County Commissioners Work Session.** Contractor will present preliminary best practices and successful strategies from comparable communities, priorities from engagement on potential economic development projects, and synthesis of prior plans to the Board of Commissioners. The goal of this work session will be to receive feedback on a revised (and narrowed) list of priority projects for assessment in Phase 2 and ultimately for inclusion in the implementation plan.

**Deliverables include:**

- Presentation deck

**Phase 2: Implementation Plan Drafting, Review and Adoption**

**Task 2.1: Drafting the Opal Creek Promise Implementation Plan.** Contractor will develop a plan that is actionable, realistic, and politically feasible. Contractor will focus on prioritizing a set of short-term and long-term actions based on their urgency, community priorities and impact, funding availability, establishing clear and achievable steps, identifying partners involved, establishing timelines, and developing metrics to track progress and measure success. The plan will come together as a visually engaging document that easily allows decision-makers and interested partners to see how different projects accomplish the plan’s objectives and produce benefits to the communities and economy. The project assessments will also align with the grant criteria and criteria developed through engagement. It will include the following elements for each proposed project:

- Needs assessment, including description of current situation, problems the proposed project will address
- Stated objectives, activities, project/program timeline, key personnel and/or organizations involved, monitoring and evaluation of results, etc.
- Project cost estimate
- High-level benefit-cost assessment, quantitatively and qualitatively identifying social and economic benefits, costs, and potential return on investment

A key feature of the OCPIP is an assessment of the benefits and impacts the \$12 million investment would generate. This requires economic analysis, including benefit-cost analysis and other potential assessments of impact.

Mid-Point Check-In. Contractor will use the benefit-cost process to evaluate a subset of potential projects that are most ripe for inclusion in an immediate funding request. The number of projects on this list will depend on the criteria outlined in the OCPIP framework for project selection. Contractor will facilitate a mid-point check-in with County staff once engagement is completed to identify which projects will be carried forward for evaluation, considering community prioritization, diversity of potential projects, and budget limitations. This check-in will also review plans for stakeholder feedback and review as part of Phase 3 and refine these activities as needed.

Project Analysis. The number of projects that Contractor will be able to formally evaluate for social and economic benefits within the scope of this project will depend on the level of complexity and variation between those selected during the mid-point check-in. Contractor envisions that between six to ten projects may be possible within the current budget. If the process results in more projects that require assessment, Contractor will work with County staff to identify additional resources to accomplish this evaluation.

The OCPIP will include the components listed in the RFP:

- A standalone, graphical two- to four-page executive summary describing the prioritized projects, phasing plan, and the Opal Creek Promise mission.
- Mission, goals, and objectives for the Opal Creek Promise.

- A project evaluation framework that includes a set of criteria vetted with key stakeholders in Phase I.
- A phased project list with project rationale, associated funding allocations, timelines, lead implementer, and partners (aligned with the project narratives with the U.S. Forest Service Grant application requirements).
- Cost-benefit analyses for up to six projects (unless more cost-benefit work identified in the mid-point check-in).
- A phasing plan describing how the projects will be carried out over the five-year grant period.
- Monitoring and evaluation criteria to measure key outcomes for the project list.
- A summary of engagement and outreach conducted throughout the project along with projects derived from key planning initiatives in the Canyon.

**Deliverables include:**

- Draft Opal Creek Promise Implementation Plan with appendices

**Task 2: Stakeholder Review and Feedback.** Contractor will distribute (via email) the draft OCPIP to all of the stakeholders interviewed during the Task 1.2 outreach. Contractor will give stakeholders approximately two weeks to review and send feedback back. Contractor will also participate or organize in a series of meetings to receive feedback from elected officials and the public in the Santiam Canyon:

- City Council meetings (4). Contractor will work with city staff in Detroit, Gates, Idanha, and Mill City to present the draft plan at virtual City Council meetings or work sessions unless otherwise noted that in-person meetings will be required. Contractor will schedule meetings timed to get feedback from city leaders at key project milestones, including the draft and final versions of the OCPIP.
- Stakeholder Feedback. To solicit feedback on the OCPIP draft, Contractor will share the document with stakeholders to review and provide comments. Contractor will compile these responses and hold up to five additional conversations as needed to clarify any components or gaps in the OCPIP.

**Deliverables include:**

- PowerPoint deck summarizing the OCPIP for stakeholder review.
- Memorandum detailing engaged stakeholders, including names, feedback received, and other pertinent information

**Task 2.3: County Board of Commissioners Implementation Plan Work Session #2.** Contractor will facilitate a work session in early 2024 with the Board of Commissioners to summarize stakeholder feedback. Contractor will make recommendations to Commissioners for changes to the OCPIP based on stakeholder feedback. Contractor will revise the OCPIP based on the feedback at this meeting to present for final adoption on Task 2.4.

**Deliverables include:**

- Refined PowerPoint deck summarizing the OCPIP for BOCC review
- Revised Draft Opal Creek Promise Implementation Plan

**Task 2.4: County Board of Commissioners Opal Creek Promise Implementation Plan Adoption.** Contractor will facilitate the adoption of the Final OCPIP with the Board of Commissioners once revisions are completed.

**Deliverables include:**

- Refined PowerPoint deck summarizing the OCPIP for BOCC review
- Final Opal Creek Promise Implementation Plan

**Phase 3: Implementation Plan Communication and Reporting**

**Task 3.1: Support Marion County in refining supporting materials for Forest Service Grant(s).** Contractor will draw on the OCPIP narrative to assist County staff with supplementary materials related to two grants from the US Forest Service: one for construction projects and one for programmatic projects. Although these grant applications have already been submitted, modification documents with additional implementation details will be required.

In addition to a description of the current conditions in the Canyon, this content will include a project narrative with rationale and an overview of the high-level cost-benefit analysis to describe allocation of grant funding. The intention of this work is to communicate an internally adopted spending plan, framework, and expectations for quarterly reporting. Contractor will compile existing project cost information and will not develop new cost estimates. This task may require compiling supplemental cost information from County staff, an engineering firm, or a cost estimator. Proposal included an optional subtask with an estimate for additional fees to hire cost estimators to provide cost estimates for specific projects in the grant application, depending on the needs and status of selected projects.

Contractor will hold two work sessions with County staff to define details related to the project timeline, staffing/partners, and how the County will monitor results. Contractor will re-evaluate the budget for this task once more information is known at the midpoint check-in meeting.

**Deliverables include:**

- Project description narrative and implementation plan for grant funding

**Optional Tasks include:**

- Subcontract with cost estimators and/or engineering firms (upon further discussion with the County) to improve accuracy of project cost estimates.

**Task 3.2: Opal Creek Promise Implementation Plan Communication Strategy and Tools.**

Contractor will draft a communication strategy for County review that describes ongoing outreach that the County would conduct with the community on progress toward the vision of the Opal Creek Promise. The strategy will consider a wide variety of tools that the County could use to communicate the progress and results of the Opal Creek Promise Implementation Plan projects, such as a County-sponsored webpage (or using existing websites for the Detroit and Gates visioning projects), traditional and social media, and leveraged outreach through partner organizations. The strategy will include a description of the purpose, audience, and messaging for communications tools.

The communication strategy will also include tools such as print collateral that can be used for ongoing work through project implementation. Costs vary widely among the different tools the County may want to use, and any additional costs will be determined during the strategy development, depending on the County's needs.

If the benefits of earlier engagement and added benefit-cost analysis outweigh the need for this communication strategy as scoped, Contractor is amenable to including it as an optional task and reallocated budget accordingly.

**Deliverables include:**

- Communication strategy that outlines recommended communication tools for ongoing outreach.

**Task 3: Strategic Plan Reporting & Templates.** Contractor will create a reporting template for County staff to use to report progress with the County Board of Commissioners on an ongoing basis. Contractor will hold a meeting with County staff to identify the frequency and priority content for templates and the need for content for webpage that reports project progress and updated metrics for project funders, stakeholders, and the public.

Like the communication plan, Contractor is amenable to including this as a contingency task to meet the County's budget target if a greater emphasis is needed on engagement or cost-benefit analysis activities.

**Deliverables include:**

- Implementation plan appendix with one template appropriate for reporting to the County Commissioners and one website template.

- C. **SPECIAL REQUIREMENTS.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

**2. COMPENSATION**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$127,690.00.

- A. **METHOD OF PAYMENT FOR SERVICES:** County shall pay Contractor an hourly rate as described in the Contractor's Cost Proposal, hereby attached as Exhibit C, up to but not in excess of \$127,690.00 for completing all Services required under this Contract.

- B. BASIS OF PAYMENT FOR SERVICES. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- C. EXPENSE REIMBURSEMENT. No Expense Reimbursement. County will not reimburse Contractor for any expenses under this Contract.

GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

- D. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County  
Attn: Community Services Department, Krista Ulm  
555 Court St NE Ste 3120  
Salem, OR 97301

or to [CSReporting@co.marion.or.us](mailto:CSReporting@co.marion.or.us)

**EXHIBIT B**  
**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL  
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
  
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.

- Audit Requirements of 2 CFR §200.5XX (Subpart F)

- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.



- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to County within 30 days of completion.
- Subrecipient must save, protect and hold harmless County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to County. County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age

Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- **Real Property, Equipment and Other Capital Expenditures.** County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

# EXHIBIT C – COST PROPOSAL

## Proposed Budget

HOURS BY TASK													TOTALS		
	Task 1.1: Data Gathering	Task 1.2: Stakeholder Outreach	Task 1.3: BOCC Work Session	Task 2.1: Implementation Plan Draft	Task 2.2: Stakeholder Review/Feed back	Task 2.2: Stakeholder Review/Feedback (Contingency)	Task 2.3: BOCC Work Session	Task 2.4: Adoption	Task 3.1: Forest Service Grant App	Task 3.2: Communications Strategy and Tools	Task 3.3: Strategic Plan Reporting and Templates		Hours	\$	% of Budget
<b>Labor Expenses</b>	\$/Hour	Data Gathering	Stakeholder Outreach	BOCC Work Session	Implementation Plan Draft	Stakeholder Review/Feedb	Travel for City Council	BOCC Work Session	Task 2.4: Adoption	Forest Service	Communications Strategy and Tools	Strategic Plan Reporting and			
<b>ECONorthwest</b>															
Becky Steckler	230	6	25	-	18	20	-	-	10	5	5	89	\$20,470	16%	
Sarah Reich	220	6	8	10	30	-	-	5	10	10	10	89	\$19,580	15%	
Emily Picha	200	7	33	-	28	5	-	-	10	5	-	95	\$19,000	15%	
Mary Chase	135	12	70	8	80	25	-	8	10	40	20	5	278	\$37,530	29%
Graphic Designer/Analyst	105	-	20	-	105	5	-	-	-	-	10	-	140	\$14,700	12%
<b>Sub-Total</b>		<b>31</b>	<b>156</b>	<b>18</b>	<b>261</b>	<b>57</b>		<b>13</b>	<b>20</b>	<b>70</b>	<b>40</b>	<b>20</b>	<b>691</b>	<b>\$111,280</b>	<b>87%</b>
<b>Communitas</b>															
Deb Meihoff	210	6	50	-	15	-	-	-	-	-	-	-	71	\$14,910	12%
<b>Sub-Total</b>		<b>6</b>	<b>50</b>	<b>-</b>	<b>15</b>	<b>-</b>							<b>71</b>	<b>\$14,910</b>	<b>12%</b>
<b>Non-Labor Expenses</b>															
		Task 1.1: Data Gathering	Task 1.2: Stakeholder Outreach	Task 1.3: BOCC Work Session	Task 2.1: Implementation Plan Draft	Task 2.2: Stakeholder Review/Feed back	Task 2.2: Stakeholder Review/Feedback (Contingency)	Task 2.3: BOCC Work Session	Task 2.4: Adoption	Task 3.1: Forest Service Grant App	Task 3.2: Communications Strategy and Tools	Task 3.3: Strategic Plan Reporting and Templates		Expense Totals	% of Budget
Travel	\$0	\$1,000	\$0	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$0	\$0	\$1,500	1%	
<b>Total</b>	<b>\$0</b>	<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500</b>	<b>1%</b>	
<b>Totals by Task</b>															
		Task 1.1: Data Gathering	Task 1.2: Stakeholder Outreach	Task 1.3: BOCC Work Session	Task 2.1: Implementation Plan Draft	Task 2.2: Stakeholder Review/Feed back	Task 2.2: Stakeholder Review/Feedback (Contingency)	Task 2.3: BOCC Work Session	Task 2.4: Adoption	Task 3.1: Forest Service Grant App	Task 3.2: Communications Strategy and Tools	Task 3.3: Strategic Plan Reporting and Templates	<b>Summary of Expenses</b>		
Total ECONorthwest Labor	\$5,720	\$25,660	\$3,280	\$38,165	\$9,900	\$1,000	\$2,180	\$3,550	\$11,900	\$5,900	\$4,025	ECO Labor	\$111,280	87%	
Total Subconsultant Labor	\$1,260	\$10,500	\$0	\$3,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Sub Labor	\$14,910	12%	
Direct Expense	\$0	\$1,000	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$0	\$0	Non-Labor	\$1,500	1%	
Total by Task	\$6,980	\$37,160	\$3,280	\$41,315	\$9,900	\$1,500	\$2,180	\$3,550	\$11,900	\$5,900	\$4,025	<b>Budget</b>	<b>\$127,690</b>	<b>100%</b>	
% of Total Budget	5%	29%	3%	32%	8%	1%	2%	3%	9%	5%	3%				