

Request for Proposals
For
Comprehensive Plan Update Consultant Services



Proposals must be received no later than 4:00 p.m. PST
January 3, 2022

Deschutes County
Community Development Department
117 NW Lafayette Avenue
Bend, OR 97708
<https://www.deschutes.org/cd>



Deschutes 2040

**REQUEST FOR PROPOSALS
COMPREHENSIVE PLAN UPDATE
DESCHUTES COUNTY COMMUNITY DEVELOPMENT DEPARTMENT**

Deschutes County Community Development Department is soliciting proposals to provide consultant services to lead a major update of the Deschutes County Comprehensive Plan. In general, the scope of services being sought includes:

1. Review and evaluate the existing Comprehensive Plan
2. Understand the issues of unique concern to Deschutes County and build upon prior planning efforts.
3. Develop and initiate, with staff, countywide conversations about Deschutes County's future specifically related to the unincorporated area.
4. Establish and execute, with staff, a communication and information strategy so there is appropriate community/stakeholder/business involvement throughout the planning process for the Comprehensive Plan update and visioning.¹
5. Define the role of the Planning Commission for engaging the community and receiving public input.
6. Coordinate with staff to develop in-house community-wide surveys, an interactive project website, GIS maps, StoryMaps, and a social media presence.²
7. Facilitate a creative and innovative public outreach and participatory process in coordination with staff to gather community input:³
 - Facilitate and conduct in-person and virtual public meetings, panels, in-person forums, community conversations, open houses, and work sessions with frequency, timing, and at locations to generate the best results. For example, explore opportunities to reach out to residents during non-traditional hours and days of the week. It is also important to recognize that traditional public forums may not be feasible or advisable as a result of public health concerns.
 - Facilitate community visioning forums that focus on understanding what the unincorporated area should look like in twenty years.
 - Use technological best practices to facilitate meetings and the visioning process.
 - Actively engage community members and stakeholders.
 - Create a public involvement and participation process that assists staff and culminates in the adoption of an updated Comprehensive Plan and vision tailored for a twenty-year horizon
 - Formulate and recommend an updated Comprehensive Plan with revised vision statement, existing conditions, goals, and policies and establish as a separate document, a suggested implementation plan based on the updated goals and policies

Sealed RFPs must be received by the Community Development Department, 117 NW Lafayette Avenue (PO Box 6005, Bend Oregon 97708), Bend, Oregon 97703 by 4:00 p.m. (Pacific Standard Time) on January

¹ Deschutes County uses Zoom and MS Teams.

² Deschutes County utilizes ESRI products for GIS and StoryMaps.

³ Deschutes County utilizes a style guide for logos, graphics, typography, fonts, photos, and clip art. It also follows the Associated Press (AP) Stylebook for publication guidelines on the Web or in print.

3, 2022. Envelopes should be clearly marked “**Comprehensive Plan Update RFP.**” Please provide five (5) original hard copies of the Proposal. Originals should be marked “Original” and must bear an original ink signature by an individual authorized to represent the Proposer. Late submissions will not be accepted.

Proposals should be prepared on standard sized paper and limited to 30 single-sided pages (not including section tabs or covers), exclusive of a maximum of six (6) resumes [limited to one (1) page each], and one (1) cover letter limited to one (1) page. Standard advertising brochures should not be included in the proposal.

Deschutes County reserves the right to reject proposals not in compliance with the prescribed procedures and requirements set forth in the RFP and may reject for good cause any or all responses upon a finding of the County that it is in the public interest do so.

Protests and requests for clarification must be submitted in writing no later than December 13, 2021 to Peter Gutowsky, Director, at: peter.gutowsky@deschutes.org.

Mail: Deschutes County Community Development Department
117 NW Lafayette Avenue
P.O. Box 6005
Bend, OR 97708-6005

Attn: Peter Gutowsky, Director

Any addenda or amendments to this RFP will be in writing and posted on Deschutes County’s website (<https://deschutes.org/2040>), under RFPs. It will be the responsibility of potential Proposers to check the website for addenda or amendments. No proposal will be considered that is not responsive to any issued amendments. Written protests of anything contained in this RFP or requests to change any provision or specification of the County’s Services Contract or this RFP must be raised by December 13, 2021 or be waived by Proposer. Protests procedures are as defined under Oregon ORS 279C.110(8) and OAR 137-048-0240.

A. COUNTY RESERVATIONS & REQUIREMENTS

Deschutes County reserves the right to reject any response to this Request for Proposals not in compliance with all prescribed procedures and requirements and to accept any submittal and negotiate a final contract that is in the best interest of the County. Deschutes County reserves the right to waive irregularities or discrepancies in submittals if the County determines that the waiver is in the public’s best interest. Deschutes County reserves the right to reject any and all submittals or to cancel this Request for Proposals if it is in the public’s best interest to do so, as determined by Deschutes County.

Proposers are solely responsible for the cost of preparing their responses to this Request for Proposals. Deschutes County is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation or rejection of a solicitation, bid, quotation, proposal or award. This is not a contract offer and with this solicitation, the Proposer assumes any liability for the costs incurred in the preparation and transmittal of proposals in response to the solicitation.

This solicitation is governed by the Deschutes County Contracting Code (DCC), which is codified at DCC Chapter 2.37. Except as otherwise provided in Chapter 2.37, the Model Rules of Public Contract Procedure, Oregon Administrative Rule (OAR) 137, divisions 46, 47, 48 and 49 have been adopted by reference.

All submittals in response to this Request for Proposals become public record and will be available for inspection upon request. Proposers should identify specifically any information they deem to be proprietary, and include in the transmittal letter a request that such information not be released. Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist public disclosure of properly identified portions of submittals.

All proposals submitted become public record and will be available for inspection upon request. Proposers should identify specifically any information they deem to be proprietary, and include in the transmittal letter a request that such information not be released. Where authorized by law, and at its sole discretion, Deschutes County will endeavor to resist public disclosure of properly identified portions of the proposals.

Errors and omissions in the Request for Proposals shall be called to the attention of the Community Development Department prior to the proposal due date so that appropriate addenda may be issued, if warranted. Failure to do so on the part of the successful Proposer (hereinafter referred to as the Consultant) does not relieve them of responsibility for a correct and completely finished the project scope. Only a written interpretation or correction by addendum shall be binding.

B. AGREEMENT

The Consultant shall be required to enter into a formal agreement for the subject services and to provide insurance certificates and other information required by the County. The County's Services Contract will form the basis of the contract between the County and the Consultant. A copy of the County's Services Contract is included with this Request for Proposals (Attachment A). Unconditional refusal to accept the contract provisions proposed in the County's Services Contract without offering reasonable alternatives that do not substantially impair the County's rights under the contract may result in disqualification. Unless indicated otherwise, submission of a proposal indicates that the Proposer is willing to enter into a contract with the County substantially incorporating the terms of the County's Services Contract.

C. INSURANCE REQUIREMENTS

In conjunction with all services performed under this project, the Consultant shall furnish proof of the types and amounts of insurance indicated in Exhibit 2 of County's Services Contract. The County reserves the right to require completed, certified copies of all required insurance policies, at any time.

D. CONDITIONS OF WORK

Proposers are required, prior to submission of proposal, to carefully examine the requirements of this Request for Proposals, the conditions for the contemplated work and the level of effort required to complete the scope of work.

Each Proposer must inform themselves of the conditions relating to the execution of the work, and make themselves thoroughly familiar with all contract documents. Failure to do so will not relieve the

Proposer of his obligations to enter into a contract and complete the contemplated work in strict accordance with the contract documents.

Each Proposer must inform themselves on all laws and statutes, including Federal, State and local, relative to the regular execution of the work, the employment of labor, worker health and safety, protection of public health, access to the work and similar requirements.

E. BACKGROUND

Deschutes County last updated its Comprehensive Plan in 2011. Since then, Deschutes County's growth has outpaced that of the state of Oregon (10.6 percent), growing more than twice the state's rate at 25.7 percent from 2010 to 2020. According to the U.S. Census Bureau, Deschutes County grew from 157,730 in April 2010 to 198,253 residents in July 2020. Recent projections from the Portland State University, Oregon Population Forecast Project, estimate Deschutes County's population will be 301,999 by 2043.⁴

For decades, Central Oregon has been a desirable place to live, based on numerous factors. Deschutes County is conveniently located within a three-hour drive to Portland, Oregon, two hours to Eugene and Salem, and within one hour of the Cascade Mountain Range. With an average elevation of 3,600 feet, the area enjoys a dry, high desert climate with cool nights and sunny days. Annual precipitation averages 11.7 inches. The countywide population is spread over 3,054 square miles. Tourism brings over four million overnight visitors to Central Oregon annually. The cities of Bend (the county seat), Redmond, La Pine, and Sisters are the four municipalities in Deschutes County.

The unincorporated areas of Deschutes County are covered by the Comprehensive Plan. The cities of Bend, La Pine, Redmond, and Sisters each maintain their own comprehensive plans covering their respective Urban Growth Boundaries (UGBs). The cities and County use intergovernmental agreements to coordinate land use within UGBs. In Oregon, comprehensive plans must comply with the statewide planning system, which was adopted in 1973 to ensure consistent land use policies across the state. While compliance with the statewide system is required, it is also important for a comprehensive plan to reflect local needs and interests. Deschutes County's Comprehensive Plan balances statewide requirements and local land use values.

The Board of County Commissioners (Board) is the governing body and is comprised of three commissioners elected at large. The Board's duties include executive, judicial (quasi-judicial), and legislative authority over policy matters of countywide concern. To implement policy and manage the daily operations of the County, the Board appoints the County Administrator. The County has 1,060 FTE positions and a \$634.7 million annual budget. Deschutes County is known for progressive and engaged elected leadership. The County's professional staff is recognized for being innovative, collaborative, and customer oriented.

Deschutes County has two land use advisory bodies that provide subject matter expertise to the Board. The Deschutes County Planning Commission acts as the citizen involvement committee under the Comprehensive Plan and advises the Board on citizen involvement programs. It also studies and proposes measures that are advisable for promotion of the public interest, health, safety, comfort, convenience, and welfare within the Commission's geographic jurisdiction. The Historic Landmarks

⁴ Deschutes County's rural population projection for 2043 is 79,248.
REQUEST FOR PROPOSALS – COMPREHENSIVE PLAN UPDATE
DESCHUTES COUNTY, OREGON

Commission takes the lead in promoting historic and cultural resource preservation in rural Deschutes County and for the City of Sisters.

1. Updated Comprehensive Plan and Vision

Deschutes County’s planning challenge is to reinforce and strengthen the livability of the rural county in coordination with its four cities in the face of rapid growth. A related challenge is the desire by some for more rural economic growth and housing in a state system which directs population and commercial and industrial uses to develop inside UGBs; and by others, for minimizing rural development to maintain and enhance the area’s quality of life. An updated Comprehensive Plan and its land use goals and policies is necessary to guide development for at least the next twenty years. The current Comprehensive Plan needs revisiting since it was last adopted in 2011.

Over the last ten years, the Comprehensive Plan has been updated in a piecemeal manner with various applicant and staff-initiated legislative amendments. Although many of the goals and policies of the current Plan still hold value, the fundamental data, trends, and land use issues are becoming outdated. The updated Comprehensive Plan needs to incorporate community input to craft new and updated goals and policies regarding agriculture, forestry, housing, recreation, natural resources, natural hazards, economic development, and transportation. An updated community vision should carefully discuss and balance these values.

2. General Background

- In-migration has been the dominating factor in Deschutes County’s growth with thousands of new residents moving to the area from all over the country every year.
- Net migration into Deschutes County from 2010-2019 was 90.6%.
- Deschutes County’s current population (2020) is approximately 197,015; the unincorporated area population is 66,735.
- Rural Deschutes County’s annualized growth rate is 2.2% per year.
- Deschutes County ranked number one for most incoming investment in Oregon.
- A 2020 Rural Housing Profile identified up to 5,888 vacant lots in rural Deschutes County where residential uses are permitted outright.
- Entirety of rural Deschutes County is located within a high probability/vulnerability for wildfire risk.
- Several thousand residential lots in southern Deschutes County are not buildable due to high groundwater and vulnerability to nitrates in an area with septic systems and shallow drinking water wells.

3. Ongoing Projects for FY 2021-22

- Deschutes County is currently in the process of updating its Transportation System Plan (TSP) for the period of 2020-2040.

- Deschutes County received a Transportation Growth Management (TGM) grant to update the Tumalo Community Plan and address multi-modal trail opportunities in Sisters Country.⁵
- Last year, the Community Development Department received an 18-month Technical Assistance (TA) Grant from the Department of Land Conservation and Development (DLCD) which funded three new/updated wildlife inventories relating to mule deer winter range, sensitive bird habitat (bald and golden eagles) and elk winter range. Staff is currently coordinating with the Board on a roadmap of potential options for updating the three inventories into the Comprehensive Plan and zoning code.
- Senate Bill (SB) 391 (2021) allows counties to permit accessory dwelling units in rural residential areas. Staff is coordinating with the Board to clarify several elements, including but not limited to: minimum lot sizes, distance requirements, setbacks, and adequate access. The goal is to receive Board direction so amendments can be drafted and ready to initiate in summer 2022 once statewide wildfire risk maps are approved by the Oregon Department of Forestry.
- SB 762 (2021) contains a broad range of regulatory and non-regulatory approaches to address wildfire risk. Staff is monitoring SB 762, in coordination with the County Forester, and will provide regular updates relating to statewide wildfire risk mapping, defensible space standards, and building code guidelines, among others.

F. SCOPE OF WORK

Deschutes County is requesting proposals from qualified land use professionals. The minimum qualifications for the Consultant Services contract are shown below. Applicants not meeting these minimum requirements will not be evaluated nor considered for this contract.

- Have relevant experience with at least three (3) public sector projects of similar scope or objectives; and
- Have a minimum of five (5) years of experience with relevant projects of similar scope of services or objectives preferably in Oregon. For those without Oregon experience, demonstrate a thorough understanding of the Oregon Land Use System.

1. Introduction (See Attachment B – Project Charter)

Deschutes County is seeking Consultant Services to lead a major update of Deschutes County's Comprehensive Plan with a focus on public involvement and participation. The update will address a twenty year planning horizon in a thorough manner that is well-informed by staff, stakeholders, and all review bodies.

The update process should be designed to be open, transparent, and inclusive to consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process, both using in-person and remote public engagement techniques. The Comprehensive Plan Update will provide direction to Deschutes County officials, staff, residents, and development interests

⁵ The Comprehensive Plan update will generate interest in Tumalo, Terrebonne and southern Deschutes County. Deschutes County welcomes public input. However, those two community plans (See Comprehensive Plan Chapter 4, Urban Growth Management, Sections 4.6 and 4.7) and Newberry Country: A Plan for Southern Deschutes County (Chapter 3, Rural Growth Management, Section 11) will be updated afterwards through a separate and distinct public engagement and legislative amendment process.

to implement the community's visions and updated goals and policies. The Consultant is expected to define and maximize the role of the Deschutes County Planning Commission in terms of public involvement capacity.⁶

Deschutes County's current Comprehensive Plan is accessible at: <https://deschutes.org/2040>

2. Project Scope and Objectives

The Comprehensive Plan Update should:

- Address community needs and values over a 20-year planning horizon.
- Reflect local desires informed by well thought-out and updated vision, goals, and policies that are tailored for the unincorporated area of Deschutes County.
- Respond to current needs and conditions.
- Be informed by existing plans, accurate data, and metrics.
- Discuss current opportunities and challenges to address the livability of the unincorporated area in the face of rapid population growth and progress.
- Utilize robust public involvement and participation in a community-driven planning process that is open, transparent, and inclusive.
- Consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process.
- Align with applicable adopted plans, policies, plans, priorities, and local and state regulations.

3. Work Plan (See Attachment C – Deschutes 2040 Conceptual Timeline)

The dynamic issues facing Central Oregon, coupled with Deschutes County's collaborative culture distinguish it from other local governments in Oregon. Deschutes County's success is predicated on public and private partnerships. The Comprehensive Plan Update needs to capture this synergy by establishing an open, transparent, and inclusive process. It is imperative that community engagement strategies consistently and creatively garner input in every step of the planning process, both using in-person and remote public techniques.

The Consultant will perform the following anticipated tasks to establish an updated Comprehensive Plan:

- I. Review and evaluate the existing Comprehensive Plan
- II. Understand the issues of unique concern to Deschutes County and build upon prior planning efforts.
- III. Develop and initiate, with staff, countywide conversations about Deschutes County's future specifically related to the unincorporated area.
- IV. Establish and execute, with staff, a communication and information strategy so there is appropriate community/stakeholder/business involvement throughout the planning process for the Comprehensive Plan update and visioning.⁷

⁶ The Planning Commission operates as the County's Statewide Planning Goal 1 committee for community involvement, and is established pursuant to ORS 215.020 and 215.030 and governed by Deschutes County Code 2.52.

⁷ Deschutes County uses Zoom and MS Teams.

- V. Define the role of the Planning Commission for engaging the community and receiving public input.
- VI. Coordinate with staff to develop in-house community-wide surveys, an interactive project website, GIS maps, StoryMaps, and a social media presence.⁸
- VII. Facilitate a creative and innovative public outreach and participatory process in coordination with staff to gather community input:⁹
 - Facilitate and conduct in-person and virtual public meetings, panels, in-person forums, community conversations, open houses, and work sessions with frequency, timing, and at locations to generate the best results. For example, explore opportunities to reach out to residents during non-traditional hours and days of the week. It is also important to recognize that traditional public forums may not be feasible or advisable as a result of public health concerns.
 - Facilitate community visioning forums that focus on understanding what the unincorporated area should look like in twenty years.
 - Use technological best practices to facilitate meetings and the visioning process.
 - Actively engage community members and stakeholders.
 - Create a public involvement and participation process that assists staff and culminates in the adoption of an updated Comprehensive Plan and vision tailored for a twenty-year horizon
 - Formulate and recommend an updated Comprehensive Plan with revised vision statement, existing conditions, goals, and policies and establish as a separate document, a suggested implementation plan based on the updated goals and policies

4. Deliverables

As part of this project, Consultant shall be responsible for the submittal and execution of the following:

- I. **Progress Reports and Research:** Submitting monthly progress reports and research information relative to the project. Consultant shall provide research suitable to enable completion of the project. As mentioned, coordinating with staff and posting incremental public input results on the project website is strongly desired to demonstrate where input is shaping the Comprehensive Plan Update.
- II. **Meetings:** Meeting (in-person or tele-conference) with County staff, no fewer than twice a month. The number and frequency of the meetings will be determined in consultation with both staff and the Consultant before the project starts. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction, and review progress.
- III. **Public Involvement and Participation Strategy and Process:** Executing a communication and information strategy so there is appropriate community/stakeholder/business involvement throughout the planning process for the Comprehensive Plan Update and visioning.

⁸ Deschutes County utilizes ESRI products for GIS and StoryMaps.

⁹ Deschutes County utilizes a style guide for logos, graphics, typography, fonts, photos, and clip art. It also follows the Associated Press (AP) Stylebook for publication guidelines on the Web or in print.

IV. Final Work Product:

- a. Maps and/or graphics developed in-house but with guidance and collaboration with the Consultant depicting the Comprehensive Plan Update and the public involvement process.
- b. Draft Comprehensive Plan Update that includes revised vision statements, existing conditions, and goals and policies for:
 - Chapter 1 Comprehensive Planning
 - Chapter 2 Resource Management
 - Chapter 3 Rural Growth Management ¹⁰
 - Chapter 4 Urban Growth Management ¹¹

All of the chapters and their corresponding sections require a holistic reexamination. Notable sections include but are not limited to: Section 2.2 Agriculture, 2.3 Forest Lands, Section 2.5 Water Resources, Section 2.6 Wildlife, Section 3.3 Rural Housing, Section 3.4 Rural Economy, and Section 3.5 Natural Hazards.

- c. Draft Comprehensive Plan Update containing the elements listed above in sub(b) available for review by staff, general public, Planning Commission and the Board.
- d. Final Comprehensive Plan Update, incorporating staff comments, formatted for a legislative Post Acknowledgment Plan Amendment (PAPA). It will include a revised vision statement, existing conditions, and goals policies to reflect a twenty-year horizon.

Staff will prepare the findings justifying the Comprehensive Plan Update and initiate the Post Acknowledgment Plan Amendment (PAPA) adoption process separately from the consultant. When the PAPA is initiated, contractual services will terminate.

- e. Implementation plan as a separate document from the Comprehensive Plan Update based on updated goals and policies.
- f. Submission Requirements. All final work products will be submitted to Deschutes County in such format as the County requires which may include, without limitation, MS Word and PDF format. All work products will be the property of Deschutes County and the County reserves the right to use, modify, and/or amend any work product prepared in connection with the Consultant's services.

5. Basic Reports to be Issued

The County's preference is to complete the project by February 2024. The consultant shall be responsible for submitting monthly progress reports and research information relative to the project. The Consultant shall provide research suitable to enable completion of the project. Creating

¹⁰ Excludes updating Sections 3.7, Transportation and 3.11. Newberry Country: A Plan for Southern Deschutes County.

¹¹ Excludes updating Sections 4.6 Terrebonne Community Plan and 4.7 Tumalo Community Plan.

incremental public input results on project website is strongly desired to see where input is shaping the Plan.

6. Assistance to be Provided by Deschutes County

- Staff will be the primary contacts to assist the Consultant.
- Staff will develop in coordination with the Consultant all necessary background documents, assist with existing conditions, and generate Geographic Information Systems (GIS) data, analysis, and mapping, Story Maps, interactive website, community-wide surveys, and a social media presence.
- Staff will assist the Consultant with all necessary contacts and logistics to arrange or conduct public open houses, panels, meetings, and work sessions with the Planning Commission and Board.
- If recommended by the Consultant, staff will assemble a list of potential advisory committee members for recruitment.
- Staff will be available during all phases of the project to assist in providing technical assistance, information, documentation and explanations as needed. All requests will first be directed to Peter Gutowsky, Director or his designee.

7. Estimated Budget

The estimated budget for consulting services is \$150,000 to \$250,000.

G. PROPOSAL SUBMITTAL REQUIREMENTS

The Proposer must provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content and cost effectiveness of the proposal. Proposals should be prepared generally in the following format for the ease of the selection committee in reviewing multiple proposals.

Information included within the Proposal may be used to evaluate your submission as part of any criteria regardless of where that information is found within the Proposal. Information obtained from the Proposal and from any other relevant source may be used in the evaluation and selection process.

1. Letter of Transmittal

All proposals must include a cover letter addressed to Peter Gutowsky, Director, and signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. The cover letter must include name, address, and telephone number of the Proposer submitting the proposal and name, title, address, telephone number, and email address of the person, or persons to contact who are authorized to represent the Proposer and to whom correspondence should be directed.

2. Table of Contents

Include a clear identification of the material by section and by page number.

3. Executive Summary

The Proposer shall use this section to introduce the scope of the proposal and to summarize the key provisions of the proposal. Provide a statement describing why you or the firm are qualified to perform this work.

4. Experience, Technical and Other Qualifications (20 points)

List the firm and key personnel qualifications relative to the Scope of Consultant Services (Section 3) of this RFP. Including but not limited to the items listed below:

- I. Indicate the location of the office and the number of people, by level, expected to handle the project.
- II. Provide a list of the office's current and recent government clients, indicating the type(s) of services performed and the number of years served for each.
- III. Provide names of principals, key personnel, and any subcontractors who will be assigned to the project, their experience, qualification, and periods of service with the firm.
- IV. Identify proposed sub-contractors, if any, and the portion(s) of the engagement for which they will be used.
- V. Describe liability insurance coverage arrangements to assure that it is sufficient to cover claims.
- VI. Experience updating Comprehensive Plans.
- VII. Estimated fee for completing previous Comprehensive Plan updates.
- VIII. Describe how the fee in sub(VII) above was determined, including a description of how reimbursement expenses are handled.

5. Response to Scope of Consultant Services (20 points)

Demonstrate the understanding of the project, approach to public involvement and participation, and Deschutes County's needs. This includes but is not limited to the items listed below:

- I. Explain how you propose to use County personnel, if at all, to assist you during the project and indicate the approximate time required of County personnel in this capacity.
- II. Explain how you propose to use the Deschutes County Planning Commission.
- III. Provide strategies to engage in a county-wide conversation about Deschutes County's future in the unincorporated area.
- IV. Provide strategies to develop and maintain a community-wide survey, an interactive project website, and appropriate social media.
- V. Provide strategies to facilitate a creative public outreach and participatory process to gather community input.
- VI. Formulate, recommend, and ultimately draft, based on the results of community input, a revised vision, existing conditions, goals and policies, and implementation plan.
- VII. Provide a schedule (calendar) indicating proposed timing of deliverables to the County to ensure a final draft of the Comprehensive Plan Update and separate implementation plan occur by **July 2023**.
- VIII. Explain your approach to utilizing GIS, interactive web applications, and data analytics.

6. References (10 points)

Provide contact information for at least two (2) municipal clients, current and/or prior, so reference checks can be conducted.

7. Additional Information

Any other information that the Proposer feels applicable to the evaluation of the Proposal or of their qualifications for accomplishing the insurance services should be included in this section subject to the page limitations identified in Section 2, H. You may use this section to address those aspects of your services that distinguish you or your firm from others. You might consider including examples of reports or educational bulletins.

8. Proposal Deadline

Sealed RFPs must be received by the Community Development Department, 117 NW Lafayette Avenue (PO Box 6005, Bend Oregon 97708), Bend, Oregon 97703 by 4:00 p.m. (Pacific Standard Time) on January 3, 2022. Envelopes should be clearly marked "**Comprehensive Plan Update RFP.**" Please provide five (5) original hard copies of the Proposal. Originals should be marked "Original" and must bear an original ink signature by an individual authorized to represent the Proposer. Late submissions will not be accepted.

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All questions or requests for clarification must be submitted in writing no later than December 13, 2021 to Peter Gutowsky, Director, at: peter.gutowsky@deschutes.org.

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P.O. Box 6005
Bend, OR 97708-6005

Attn: Peter Gutowsky, Director

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be raised by submission deadline or be waived by Proposer. Protests procedures are as defined under Oregon ORS 279C.110(8) and OAR 137-048-0240.

H. PROPOSAL EVALUATION AND SCORING

1. Proposal Evaluation

The County intends to select the most qualified Consultant exhibiting the strongest ability to provide the highest quality service. Proposals will be ranked according to the following:

<u>Points</u>	<u>Criteria</u>
20	Experience and qualifications of firm and individuals to be assigned to the project/Plan update.
20	Understanding of the project, comprehensiveness, and creativity of public involvement strategies.
10	Expertise/experience including references from similar engagements.

The Evaluation Committee reserves the right to select a short list of the highest-scoring Proposers for interviews. Additionally, the Evaluation Committee may require submission of supplemental materials. Interviews will be ranked based upon the following:

Understanding and Approach	25 points
<u>Agent/Firm Capabilities</u>	<u>25 points</u>
Total	50 points

The County reserves the right to modify or incorporate additional steps in the evaluation process in the interest of having a thorough and comprehensive body of information in order to make a recommendation.

Upon completion of the evaluation process by the Evaluation Committee, the County will advise the Proposers of the selection and negotiate the appropriate agreement(s) with the highest-ranked Proposer to finalize a contract. If a contract cannot be successfully negotiated with the highest-ranked Proposer, then negotiations will be terminated with that Proposer and the County will enter negotiations with the next highest-ranked Proposer until an agreement is reached or an impasse is declared.

The agreement(s) will define the extent of services to be rendered, method, and amount of compensation. The successful Proposer agrees to enter into a contract with the County. The County reserves the right to negotiate a final contract that is in the best interest of Deschutes County. The proposal will become a part of the agreement. The Consultant will serve at the pleasure of the Community Development Department.

Once a tentative agreement is prepared, it will be presented to the Board to award the professional services contract. Final award will be subject to the execution of the contract.

FAILURE TO INCLUDE ALL INFORMATION REQUESTED AND/OR FAILURE TO PROVIDE EVIDENCE THAT THE APPLICANT MEETS THE MINIMUM QUALIFICATIONS LISTED HEREIN SHALL CAUSE SUCH PROPOSAL TO BE REJECTED AND NOT BE EVALUATED OR CONSIDERED IN THE SELECTION PROCESS.

2. Contract Duration

The selected Consultant shall be designated as the County’s Consultant for an eighteen (18) month term with one (1) optional six (6) month extension.

3. Contract Fees

The Board must approve the contract prior to commencement of work. Up to 90% of the total fee may be billed through interim or progress billings prior to issuance of the final product. Should circumstances arise during the project that require significant additional work to be performed in excess of the amounts set forth in the contract, additional costs shall be negotiated prior to commencement of the work.

4. Acceptance or Rejection of Negotiation of Proposals

The County reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, to accept or reject any item or combination of items in a proposal, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the County is in no way obligated to award a contract or to pay expenses of the proposing firms in connections with the preparation or submission of a proposal. Furthermore, the County reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to Deschutes County.

5. Notice of Award and Appeal Process

A single Consultant will be identified by the Evaluation Committee and a notification letter will be sent to all Proposers. Any Proposer wishing to appeal the recommendation must do so in writing within seven (7) business days of the notice being sent.

6. Tentative Schedule for Selection Process

Legal advertisement	November 14, 2021
RFP posted on website	November 15, 2021
Clarification inquiries	December 13, 2021
Proposals due	January 3, 2022
Interviews (optional)	Week of January 17
Notice of Intent to Award	Week of February 7
Award (tentative)	Week of February 28

Note: This is the County’s desired schedule. The County reserves the right to modify it.

Deschutes County reserves the right to reject any or all proposals, to waive any irregularities in the request for proposal, to accept or reject any item or combination of items in a proposal, to request additional information or clarifications from respondents, and to negotiate or hold interviews with any one or more of the respondents. By requesting proposals, the County is in no way obligated to award a contract or to pay expenses of the proposing firms in connection with the preparation or submission of a proposal. Furthermore, the County reserves the right to reject any and all proposals prior to execution of a contract, with no penalty to Deschutes County.

7. Initial Scope and Fee Proposal

An initial scope and fee proposal will be required to be submitted within 7 calendar days of notification. The consultant selection process will be carried out consistent with Oregon Revised Statutes, Chapter 279C. The County will attempt to negotiate a satisfactory contract including fee with the top ranked Proposer as specified in section 8 below.

8. Negotiations

After reviewing and ranking proposals, Deschutes County will begin negotiating a contract with the highest ranked Proposer. Deschutes County will direct contract negotiations toward discussing, refining and finalizing the following:

- I. The specific scope of services related to the Comprehensive Plan Update.
- II. The Consultant's performance obligations and performance schedule.
- III. Consultant's payment methodology as it relates to the rates and number of hours, and a maximum amount payable to the Consultant for services related to the Comprehensive Plan Update that is fair and reasonable to Deschutes County as determined solely by Deschutes County, taking into account the value, scope, complexity and nature of the project.
- IV. Any other conditions or provisions the Contracting Agency believes to be in the Contracting Agency's best interest to negotiate.

Deschutes County shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer, if Deschutes County and the Proposer are unable for any reason to reach agreement on a contract within a reasonable amount of time. Deschutes County may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer until negotiations result in a contract.

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2021-**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Community Development Department (County) and _____ (Contractor). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be _____ or the date, on which each party has signed this Contract, whichever is later. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate when County accepts Contractor's completed performance or on _____, _____, whichever date occurs last. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Contractor that has not been cured.

Statement of Work. Contractor shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Contractor in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1-9 and Exhibits 1, 2, 3, 4, 5 and 6.

CONTRACTOR DATA AND SIGNATURE

Contractor Address:

Federal Tax ID# or Social Security #: _____

Is Contractor a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Other, describe

A Federal tax ID number or Social Security number is required to be provided by the Contractor and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Contractor shall also sign Exhibits 3 and 4 and, if applicable, Exhibit 6.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 2021

Dated this _____ of _____, 2021

DESCHUTES COUNTY DIRECTOR OF COMMUNITY

ANTHONY DeBONE, Chair, County Commissioner

Peter Gutowsky

PHIL CHANG, Vice Chair, County Commissioner

PATTI ADAIR, County Commissioner

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
2. **Compensation.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Contractor following County's review and approval of billings and deliverables submitted by Contractor.
 - b. All Contractor billings are subject to the maximum compensation amount of this contract.
 - c. Contractor shall not submit billings for, and County shall not pay, any amount in excess of the maximum compensation amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum compensation amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Contractor performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the beginning date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Contractor shall submit monthly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed.
 - f. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice.
 - g. Prior to approval or payment of any billing, County may require and Contractor shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
3. **Delegation, Subcontracts and Assignment.** Contractor shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County.
 - a. Any delegation, subcontract, assignment, or transfer without prior written consent of County shall constitute a material breach of this contract.
 - b. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the County may deem necessary.
 - c. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or maximum Contract consideration.
 - d. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.
 - e. Any subcontracts that the County may authorize shall contain all requirements of this contract, and unless otherwise specified by the County the Contractor shall be responsible for the performance of the subcontractor.
4. **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.
5. **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, if any.
6. **Early Termination.** This Contract may be terminated as follows:
 - a. Mutual Consent. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Contractor may terminate this Contract for any reason upon 30 calendar days written notice to the other party.

- c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
- d. Contractor Default or Breach. The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Contractor fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Contractor fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Contractor fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
- e. County Default or Breach.
 - 1) Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate.
 - 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. If terminated under subparagraphs 6 a. through c. of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 6 d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 6 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract:
 - 1) with respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses incurred if payable according to this Contract and interest within the limits set forth under ORS 293.462, and
 - 2) with respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Contractor.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6 a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Contractor may not incur obligations or liabilities after Contractor receives written notice of termination.

- 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by 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 the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
- d. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively; however, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured.
- f. County's 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.

9. Contractor's Tender upon Termination. Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. 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.
- b. For goods and services to be provided under this contract, Contractor agrees to:
 - 1) perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) comply with all applicable legal requirements;
 - 3) comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Contractor shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Contractor shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Contractor for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Contractor is or is not entitled to

reimbursement for such expenses.

- a. County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Contractor understands that Contractor and Contractor's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.

15. Confidentiality. Contractor shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- c. Contractor shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Contractor shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. 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.

17. Access to Records. Contractor shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.

- 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies.
- 2) At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Contractor which are directly pertinent to this Contract.
- 3) If Contractor's dwelling is Contractor's place of business, Contractor may, at Contractor's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County.

- a. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Contractor to transfer and deliver all partially completed work products, reports or documentation that Contractor has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Contractor's Intellectual Property and not "work made for hire," Contractor hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on County's behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Contractor shall secure on the County's behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County's behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address: <https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Contractor in connection with activities carried out under this contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Contractor shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Contractor that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Contractor shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither contractor nor any attorney engaged by Contractor shall defend the

claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County's legal counsel, in a form and manner determined appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of the County without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

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

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. 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, facsimile, 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 sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. 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 or delivered as follows:

To Contractor:

*

Fax No.

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 200
Bend, Oregon 97701
Fax No. 541-385-3202

27. 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.

28. Identity Theft Protection. Contractor and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Contractor's Representations and Warranties.** Contractor represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
 - 3) 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 to perform the Work in a professional manner and in accordance with standards prevalent in Contractor's industry, trade or profession;
 - 4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Contractor prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Contractor's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Contractor represents and warrants that Contractor has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Contractor covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Contractor acknowledges that failure by Contractor to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Contractor has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-
STATEMENT OF WORK, COMPENSATION
PAYMENT TERMS and SCHEDULE

1. Contractor shall perform the following work:

- a. Lead a major update of the Deschutes County Comprehensive Plan Update in accordance with the following documents attached hereto and made part of this Contract by this reference:
 - 1) Deschutes County Request for Proposal for Consultant Services to lead a major update of the Comprehensive Plan Update dated November 2021.
 - 2) (Consultant) proposal for Deschutes County Comprehensive Plan Update dated____, 2021
 - 3) (Consultant) proposal and fee structure for Deschutes County Comprehensive Plan Update dated _____ 2021.

2. County Services. County shall provide Contractor, at county's expense, with material and services described as follows:

- a.
- b.

3. Consideration.

- a. County shall pay Contractor on a fee-for-service basis at the rate of _____.
- b. Contractor shall be entitled to reimbursement for expenses as set forth in Exhibit 5
 YES NO [Check one]

4. The maximum compensation.

- a. The maximum compensation under this contract, including allowable expenses, is \$_____.
- b. Contractor shall not submit invoices for, and County shall not pay for any amount in excess of the maximum compensation amount set forth above.
 - 1) If this maximum compensation amount is increased by amendment of this contract, the amendment shall be fully effective before contractor performs work subject to the amendment.
 - 2) Contractor shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Contractor's delivery or performance in accordance with the following schedule: Submittal of monthly progress invoices based on work completed for each task in accordance with the pricing presented in the (Consultant) proposal and fee schedule for the Comprehensive Plan Update Project dated _____
- b. County will only pay for completed work that conforms to this schedule.

Commercial General Liability insurance with a combined single limit of not less than:

Per Single Claimant and Incident

All Claimants Arising from Single Incident

- \$1,000,000
- \$2,000,000
- \$3,000,000

- \$2,000,000
- \$3,000,000
- \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured***. The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

- Required by County Not required by County (One box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
- \$1,000,000
- \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

- Required by County Not required by County (one box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

Certificate of Insurance Required. Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-
CERTIFICATION STATEMENT FOR CORPORATION
OR INDEPENDENT CONTRACTOR

NOTE: Contractor Shall Complete A or B in addition to C below:

A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.

I certify under penalty of perjury that Contractor is a [check one]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership authorized to do business in the State of Oregon.
_____ Signature	_____ Title	_____ Date

B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.

Contractor certifies under penalty of perjury that the following statements are true:	
1. If Contractor performed labor or services as an independent Contractor last year, Contractor filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), <u>and</u>	
2. Contractor represents to the public that the labor or services Contractor provides are provided by an independently established business registered with the State of Oregon, <u>and</u>	
3. All of the statements checked below are true.	
NOTE: Check all that apply. <u>You shall check at least three (3)</u> - to establish that you are an Independent Contractor.	
___ A.	The labor or services I perform are primarily carried out at a location that is separate from my residence or primarily carried out in a specific portion of my residence that is set aside as the location of the business.
___ B.	I bear the risk of loss related to the business or provision of services as shown by factors such as: (a) fixed-price agreements; (b) correcting defective work; (c) warranties over the services or (d) indemnification agreements, liability insurance, performance bonds or professional liability insurance.
___ C.	I have made significant investment in the business through means such as: (a) purchasing necessary tools or equipment; (b) paying for the premises or facilities where services are provided; or (c) paying for licenses, certificates or specialized training.
___ D.	I have the authority to hire other persons to provide or to assist in providing the services and if necessary to fire such persons.
___ E.	Each year I perform labor or services for at least two different persons or entities or I routinely engage in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
_____ Contractor Signature	_____ Date

C. Representation and Warranties.

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. Contractor has the power and authority to enter into and perform this contract;
2. This contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
3. The services under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and
4. Contractor shall, at all times during the term of this contract, be qualified, professionally competent, and duly licensed to perform the services.
5. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4),
6. Contractor understands that Contractor is responsible for any federal or state taxes applicable to any consideration and payments paid to Contractor under this contract; and
7. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

Contractor Signature

Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-
Workers' Compensation Exemption Certificate

(To be used only when Contractor claims to be exempt from Workers' Compensation coverage requirements)

Contractor is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

SOLE PROPRIETOR

- Contractor is a sole proprietor, and
- Contractor has no employees, and
- Contractor shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Contractor's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Contractor shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Contractor's business is incorporated as a nonprofit corporation, and
- Contractor has no employees; all work is performed by volunteers, and
- Contractor shall not hire employees to perform this contract.

PARTNERSHIP

- Contractor is a partnership, and
- Contractor has no employees, and
- All work shall be performed by the partners; Contractor shall not hire employees to perform this contract, and
- Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Contractor is a limited liability company, and
- Contractor has no employees, and
- All work shall be performed by the members; Contractor shall not hire employees to perform this contract, and
- If Contractor has more than one member, Contractor is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a contractor who shall perform construction work.

Contractor Printed Name

Contractor Signature

Contractor Title

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-____
Expense Reimbursement

1. **Travel and Other Expenses.** (When travel and other expenses are reimbursed.)
 - a. It is the policy of the County that all travel shall be allowed only when the travel is essential to the normal discharge of the County responsibilities.
 - 1) All travel shall be conducted in the most efficient and cost effective manner resulting in the best value to the County.
 - 2) Travel expenses shall be reimbursed for official County business only.
 - 3) County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County per Deschutes County Finance Policy F-1, "REIMBURSEMENT FOR MISCELLANEOUS EXPENSES AND EXPENSES INCURRED WHILE TRAVELING ON COUNTY BUSINESS," dated 11/8/06.
 - 4) County may approve a form other than the County Employee Reimbursement Form for Contractor to submit an itemized description of travel expenses for payment.
 - 5) Personal expenses shall not be authorized at any time.
 - 6) All expenses are included in the total maximum contract amount.
 - b. Travel expenses shall be reimbursed only in accordance with rates approved by the County and only when the reimbursement of expenses is specifically provided for in Exhibit 1, paragraph 3 of this contract.
 - c. The current approved rates for reimbursement of travel expenses are set forth in the above described policy.
 - d. County shall not reimburse for any expenses related to alcohol consumption or entertainment.
 - e. Except where noted, detailed receipts for all expenses shall be provided.
 - f. Charge slips for gross amounts are not acceptable.
 - g. County shall not reimburse Contractor for any item that is not otherwise available for reimbursement to an employee of Deschutes County.

2. **Approved reimbursements:**
 - a. Mileage. Contractor shall be entitled to mileage for travel in a private automobile while Contractor is acting within the course and scope of Contractor's duties under this Contract and driving over the most direct and usually traveled route to and from Bend, Oregon.
 - 1) Reimbursement for mileage shall be equal to but not exceed those set by the United States General Services Administration ("GSA") and are subject to change accordingly.
 - 2) To qualify for mileage reimbursement, Contractor shall hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by this contract.
 - 3) No mileage reimbursement shall be paid for the use of motorcycles or mopeds.
 - b. Meals.
 - 1) Any reimbursement for meals shall be for actual cost of meals incurred by Contractor while acting within the course and scope of Contractor's duties under this contract.
 - 2) For purposes of calculating individual meals where the Contractor is entitled only to a partial day reimbursement, the following maximum allocation of the meal expenses applies:
 - a) Breakfast, \$10;
 - b) Lunch, \$12;
 - c) Dinner, \$22.
 - 3) Except in the event of necessary overnight travel as provided below, partial day meal expenses shall be reimbursed as follows and only while Contractor is acting within the course and scope of Contractor's duties under this contract:
 - a) Breakfast expenses are reimbursable if Contractor is required to travel more than two (2) hours: before the start Contractor's regular workday (i.e. 8:00 a.m.).
 - b) Lunch expenses are reimbursable only if Contractor is required to travel overnight and begins the journey before 11:00 am or ends the journey after 11:00 a.m.
 - c) Dinner expenses are reimbursable only if Contractor is required to travel more than two (2) hours after Contractor's regular workday (i.e. 5:00 p.m.).

4) Breakfast and dinner expenses are reimbursable during Contractor's necessary overnight travel while acting within the course and scope of Contractor's duties under this contract and shall not exceed those set by the GSA. and are subject to change accordingly.

c. Lodging.

1) County shall reimburse Contractor for Contractor's actual cost of lodging necessary to provide service to the County and shall not exceed the maximum lodge set by the GSA for Bend, Oregon.

2) Reimbursement rates for lodging are not considered "per diem" and receipts are required for reimbursement.

d County shall not reimburse Contractor in excess of the lowest fair for any airline ticket or vehicle rental charges.

3. Exceptions. Contractor shall obtain separate written approval of the County Administrator for any exceptions to the expense items listed above prior to incurring any expense for which reimbursement shall be sought.

Exhibit 6
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2021-
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor, by signature to this Contract, declares and certifies that Contractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification.
 - f. Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure to comply with the terms of this certification.
3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Contractor Signature

Date

Project Charter

Deschutes County Comprehensive Plan Update

Background

The existing Deschutes County Comprehensive Plan (Plan), as amended, was adopted in 2011. The project will undertake a major review of the current Plan to reflect changes that have occurred in the county, region and state since 2011. The updated Plan will provide for a 20+ year planning horizon. Moreover, the update will address planning challenges to reinforce and strengthen the livability of the Deschutes County unincorporated area in the face of rapid regional growth. The project will entail robust public involvement and participation that seeks thoughtful input and involve all possible community stakeholders in every step of the planning process. The project will update all elements, including vision statements, existing conditions, and goals and policies of the Plan consistent with State Law.

General Project Information:

Project Title: Deschutes 2040 / Comprehensive Plan Update	
<p>Project Scope (high level):</p> <ul style="list-style-type: none"> Major update to the Count’s existing Comprehensive Plan (Plan) to address a 20+ year planning horizon in a manner that is thorough, well informed by staff and stakeholders, and approved or adopted by all reviewing bodies. Design an update process that includes online tools for public engagement (COVID-19) that is truly open, transparent and inclusive to consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process. Define and maximize the role of the Deschutes County Planning Commission which operates as the County’s Statewide Planning Goal 1 committee for community involvement. 	<p>Estimated Schedule (See Attached): April 2022 – February 2024</p> <ul style="list-style-type: none"> <u>Request for Proposal:</u> October 2021 – February 2022 <ul style="list-style-type: none"> Create & Review RFP Send RFP & Select Consultant <u>Citizen Involvement / Advisory Committee(s):</u> April – June 2022 <ul style="list-style-type: none"> Assemble Committee(s) Update Planning Commission and Board <u>Background Information:</u> April – June 2022 <ul style="list-style-type: none"> Assemble Existing Conditions Existing Comp. Plan & Past Amendments Other Technical Documents <u>Public Engagement:</u> June 2022 – February 2023 <ul style="list-style-type: none"> Webpage, Surveys(s) Open Houses (including virtual), Community Events, Workshops Coordinate Committee(s) PC / Board Work Sessions (check-ins) <u>Comprehensive Plan Development:</u> February 2023 – June 2023 <ul style="list-style-type: none"> First draft Second draft Final <u>Adoption Process:</u> September 2023 – February 2024 <ul style="list-style-type: none"> Approved by Planning Commission Adopted by Board of Commissioners

<p>Project Objectives (high-level):</p> <ul style="list-style-type: none"> • Plan reflects local desires informed by a well thought out and updated vision that is tailored and customized for the unincorporated area of Deschutes County. • Plan responds to needs and conditions that currently exists. • Plan incorporates current opportunities and challenges to strengthen the livability of the community in the face of rapid population growth and progress. • Robust public Involvement and participation that includes online tools (COVID-19) that represents a community-driven planning process that is open, transparent and inclusive. • Consistently and creatively seek input and involve all possible community stakeholders in every step of the planning process. • Plan and associated research is informed by existing plans, accurate data and metrics. • Plan and process aligns with applicable adopted plans, policies, plans, priorities and regulations. • Plan meets all applicable local and state regulations and policies. • Adopt a Plan with updated vision statements, existing conditions, and goals and policies that addresses community needs over a 20+ year planning horizon. 	<p>Success Criteria:</p> <ul style="list-style-type: none"> • Plan receives approval from all local and state reviewing bodies. • Involvement from County staff is well coordinated and inclusive. • Stakeholders feel their involvement was meaningful and contributed to the creation of the modernized vision and the Plan update. • Clear expectations for involvement are set and met. • Project management gave staff and stakeholders opportunities to be fully prepared for their defined roles. • Completed efforts result in positive relationships with agencies and other involved parties. • Updated plan responds to rising concerns to strategically accommodate expected growth.
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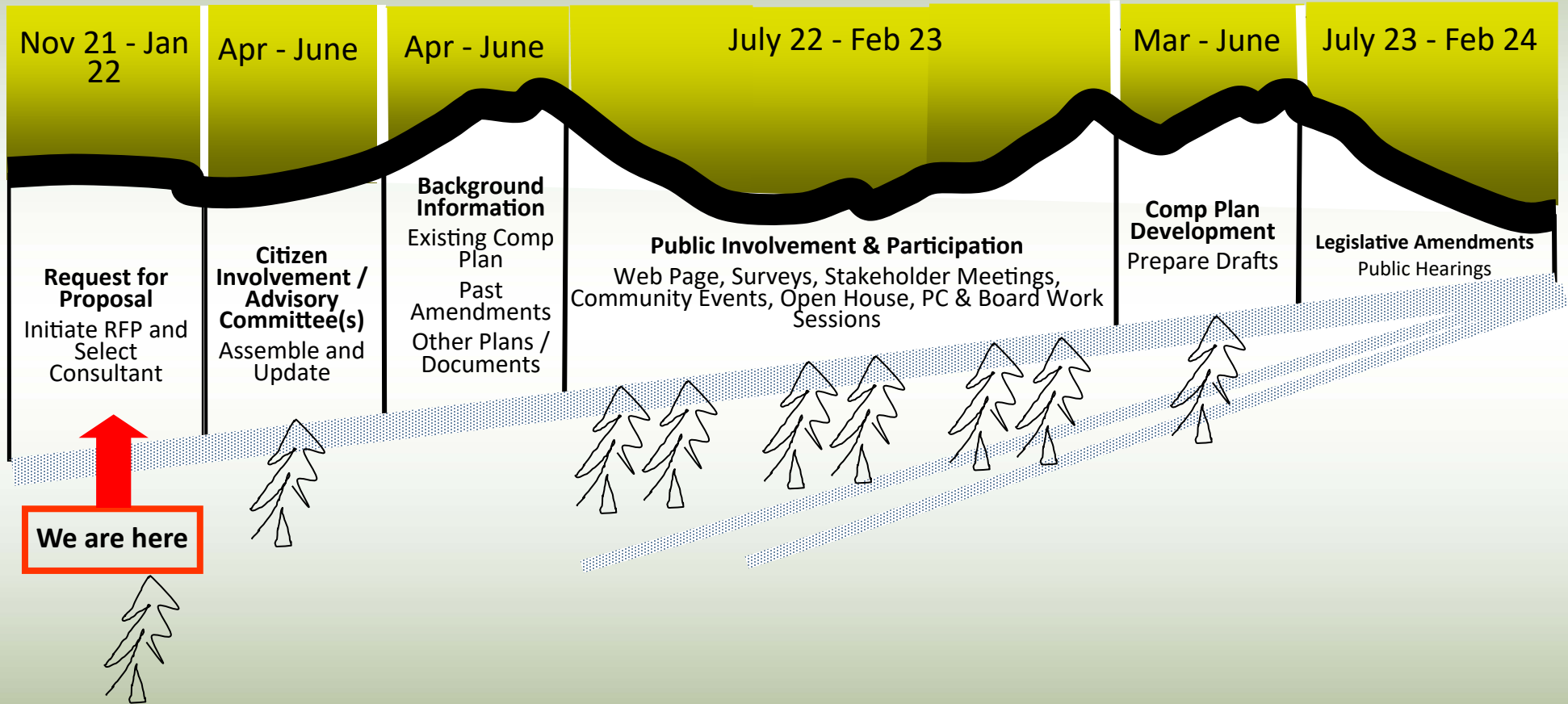
Resources Assigned:

<p>Project Sponsor: Board of County Commissioners Planning Commission Community Development Department</p>	<p>Project Managers: TBD, Planning Manager Peter Gutowsky, Director Long Range Planning Section Current Planning Section, as needed</p>
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Attached:

Comprehensive Plan 2040 Conceptual Timeline

Deschutes 2040 / Comprehensive Plan Update



Deschutes 2040

