

**REQUEST FOR PROPOSAL**  
RFP# CED-2017-1

Consulting Services for the Central Oregon Regional Housing Needs Assessment

**CLOSE DATE:** Monday, January 15, 2018 **TIME:** 4:30 p.m.

**DESCRIPTION:** **Professional services** – Consulting planning services to develop the Central Oregon Regional Housing Needs Assessment, including market analysis and best practices.

**CONTACT:** **Scott Aycock, CED Manager, Central Oregon Intergovernmental Council (COIC)**

**PHONE:** (541) 548-9523

**FAX:** (541) 923-3416

**E-MAIL:** scotta@coic.org

**LOCATION:** The solicitation document may be reviewed at COIC, 334 NE Hawthorne, Bend, OR 97701

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***THIS IS A FORMAL PROCUREMENT.***

***SINGLE POINT OF CONTACT:*** *There will be only one point of contact for this Request for Proposal. The contact point is the person listed above, unless otherwise stated. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Contact listed above.*

***FOR MORE INFORMATION please refer to “Instructions to Proposers” (page 2).***

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## INSTRUCTIONS TO PROPOSERS

### A. PROPOSAL PREPARATION AND SUBMISSION:

1. **GENERAL INFORMATION:** The Central Oregon Intergovernmental Council (COIC) is seeking proposals from qualified firms or individuals interested in providing consulting and planning services for the Housing for All (H4A) Central Oregon Regional Housing Needs Assessment (RHNA) project.

2. **PROPOSAL FORMAT:** Proposals shall be submitted to COIC in **EITHER** a) paper format, delivered as per the information below, **OR** b) electronic format via email to [scotta@coic.org](mailto:scotta@coic.org).

Inquiries shall be directed to COIC by phone (541) 548-9523 or e-mail: [scotta@coic.org](mailto:scotta@coic.org)

Paper format proposals should be sealed proposals, containing one (1) original signed proposal response and two (2) copies received and date and time-stamped by COIC prior to proposal closing. Proposals should be labeled with the following information:

**RHNA Consulting Services Proposal  
Central Oregon Intergovernmental Council  
Attn. Scott Aycock  
CED Manager  
334 NE Hawthorne Ave.  
Bend, OR 97701**

**Faxed submissions will NOT be accepted.**

COIC is not responsible for the proper identification and handling of any proposal not submitted in a timely manner.

All proposals become part of the public file for the project, without obligation to COIC. COIC reserves the right to reject any or all proposals for good cause and in the public interest. Proposers responding to this RFP do so solely at their expense, and COIC is not responsible for any expenses associated with the preparation of the proposal.

3. **SOLICITATION SCHEDULE:** Following is a proposed schedule for the proposal and contractor selection process.

- |   |                     |
|---|---------------------|
| • Request for Proposals Advertised Beginning      | December 21, 2017   |
| • Deadline for Request for Clarification/Protests | January 8, 2018     |
| • Proposal Submittal Deadline                     | January 15, 2018    |
| • Staff Review/Proposal Scoring                   | January 16-22, 2018 |
| • Estimated Posting- Notice of Intent to Award    | January 22, 2018    |
| • Negotiation/Development of Final Scope of Work  | February 1, 2018    |
| • Estimated Contract Start Date                   | February 7, 2018    |

4. **ESTIMATED POTENTIAL VALUE:** COIC has secured up to \$60,000 to support the work of the Consulting and Planning Scope of Services described in this RFP. The maximum potential value of contracted services and proposed budgeted items resulting from this procurement for Consulting Services is not anticipated to exceed \$60,000.

The funding source for payments of any contract resulting from this RFP will be state funds from the Oregon Department of Land Conservation and Development (DLCD) and local funds from the Central Oregon Health Council and HousingWorks. As such, the selected contractor shall be required to meet and comply with all applicable state regulations and standards for state funding.

5. **PROPOSAL SUBMISSION:** All paper responses to this Request for Proposals shall be delivered to Scott Aycock, CED Manager, Central Oregon Intergovernmental Council, 334 NE Hawthorne Ave., Bend, Oregon 97701, by 4:30 PM, January 15, 2018. All electronic responses to this Request for Proposals shall be delivered via email to Scott Aycock, CED Manager, at [scotta@coic.org](mailto:scotta@coic.org) by 4:30 PM, January 15, 2018.

**Proposals submitted after that date and time will not be accepted.**

Proposals will be opened at 4:30 PM on January 15, 2018, at 334 NE Hawthorne Ave., Bend, Oregon 97701.

6. **ACCEPTANCE OF PROPOSALS:** COIC reserves the right to cancel the procurement or reject any or all proposals in accordance with ORS 279B.100.

COIC reserves the right to withdraw this RFP at any time without prior notice and makes no representations that any contract will be awarded to any firm or individual responding to this RFP.

7. **PROPOSAL FORMAT:** Proposals for this project should include a narrative that conveys your understanding of the project's purpose and goals, including the Scope of Services, and how your firm will assist COIC in meeting these goals. The description should demonstrate the firm's capabilities, approach, and problem-solving abilities to accomplish this project. The narrative should provide a description of how this project's goals will be met. Identify key personnel to be utilized for this project, their qualifications and areas of responsibility.

The Proposal shall contain at minimum the following information:

- (a) **Organizational Profile, Structure and Qualifications** - Provide a summary profile of the firm/organization, including:
  - Firm name, address, contact information, and the name of the primary contact in reference to this proposal;
  - Information about your firm, including: the year founded and form of organization (corporation, partnership, sole proprietorship, non-profit organization, etc.), background, size, types of services provided, and types of engagements completed;
  - Any professional accreditations held by the firm/organization; and
  - Provide a resume(s) with a description of educational background, degrees and certifications earned, and relevant work history and level of experience for all staff performing professional work under the scope of services.
- b) **Relevant Experience** – Describe your experience:
  - Demonstrate understanding of and experience managing projects with defined contractual obligations and deliverables;
  - Demonstrate experience with public partners;
  - Demonstrate experience working on projects focused on aspects of housing needs assessments, housing policy, and housing programs.
- (c) **Statement of Work** – Provide a summary of how the Proposer will meet the responsibilities as outlined in Exhibit A – Scope of Services. Make sure to describe how the Proposer proposes to coordinate Consultant scope of services tasks with the “Other Secured Resources” defined in section 6 of Exhibit A.
- (d) **Fee Estimate** – Include a price proposal for the work as described in the statement of work. The fee estimate will not be solely used to select the Proposer. COIC will seek the services of the most qualified contractor and project team for this project.
  - Describe all estimated fees, including time, materials, travel, and related expenses that may be associated with the duties and obligations under this proposal;
  - Include the hourly rate for personnel that will be working on the project;
  - Include line items for contracted work, if applicable.
- (e) **Reference Page** – Include at least three (3) but no more than five (5) references. References can include government clients, non-profit clients, or private enterprise clients for whom your firm has performed similar services. COIC reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, and its completion of a project on schedule.
- (f) **Signature Page** – All proposals shall be signed and dated prior to submission deadline.

Questions – Any questions concerning the meaning, definition or interpretation of the contents of this Request for Proposal shall be submitted via letter or email to Scott Aycock, COIC. Responses to all questions will be emailed to all known prospective proposers and posted on the COIC web site: [www.coic.org](http://www.coic.org).

**8. REQUESTS FOR CLARIFICATION OF RFP PROVISIONS OR SPECIFICATIONS; CHANGES OR MODIFICATIONS; PROTESTS:** The appropriate means of seeking clarification of RFP provisions or specifications is through the submittal of a request for clarification. Any Proposal that takes exception to the specifications or contractual terms of the Solicitation may be deemed non-responsive and may be rejected.

8.1 Request for Clarification: Any Proposer requiring clarification of any provision or specification of this Solicitation may submit a request for clarification to the RFP Contact. To be considered, the request for clarification must be in writing and must be received by COIC prior to the Deadline for Request for Clarification/Protests specified in Section 3 “Solicitation Schedule.” Requests for clarification may only be submitted by mail, personal delivery or by an email message.

8.2 Response to Requests for Clarification: COIC will make reasonable efforts to promptly respond to each properly-submitted written request for clarification. Should COIC determine that a clarification is significant in terms of universally affecting this Solicitation, COIC will post the clarification response on the COIC web site. COIC may also informally respond to Proposers’ questions. However, informal responses do not affect the provisions of the Solicitation. COIC is not responsible for nor required to respond to requests for clarification which are not submitted in time to reasonably provide a response, as such time is determined by the Agency. COIC’s failure to respond to a request for clarification within any particular time period shall not affect this Solicitation in any way.

8.3 Protests of contract award are allowed pursuant to Oregon Revised Statute ORS 279B.410. An adversely affected Proposer may submit a written protest of the intent to award to the RFP contact within seven (7) calendar days after issuance of the notice of intent to award a contract. Protests received after this time will not be considered.

A Proposer is adversely affected if the Proposer would be eligible for contract award in the event the protest was successful and the reason for the protest is that: all higher-ranked Proposals are nonresponsive; COIC failed to conduct an evaluation of Proposals in accordance with the criteria or process described in this RFP; COIC has abused its discretion in rejecting the protestor’s Proposal as nonresponsive; or COIC’s evaluation of Proposals or determination of award otherwise violates ORS chapters 279A or 279B.

8.4 Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked “Proposal Modification,” identifying the proposal name and closing date and time. Proposers may not modify proposals after proposal closing date and time.

**9. CHANGES IN SOLICITATION SPECIFICATIONS, REQUIREMENTS OR TERMS:** All specific service components, requirements and criteria are defined in this Solicitation. COIC reserves the right to change, add or delete service components and requirements, should COIC become aware of information during the Solicitation period that would affect the intent or goals of this procurement in such a manner that changes would be in the best interest of COIC. Notice will be posted of any changes to this Solicitation that may occur, in accordance with Section 8. If COIC determines that changes to any specifications, requirements and terms of the Solicitation are in the best interest of COIC, COIC will post notice of the changes, including the complete original language of the affected section, and the new language of the affected section, on the COIC web site.

**10. RESERVATION OF COIC RIGHTS:** COIC reserves all rights regarding this Solicitation, including, without limitation, the right to:

- (a) Amend or cancel this Solicitation without liability if doing so is in the best interest of COIC;
- (b) Reject any and all Proposals upon finding that it is in the best interest of COIC to do so;
- (c) Waive any minor irregularity, informality, or non-conformance with the provisions or procedures of this Solicitation, and to seek clarification from the Proposer, if required;
- (d) Reject any Proposal that fails to substantially comply with all prescribed Solicitation procedures and requirements;

- (e) Amend any contracts that are a result of this Solicitation, as permitted by applicable rule;
- (f) Engage other contractors by selection or procurement independent of this Solicitation process and/or any contracts/agreements under it;
- (g) Negotiate contract terms with the successful Proposer as specified in Section 13;
- (h) Request revisions of individual Proposals after their submission and before any award, for the purpose of obtaining best offers.

11. PROPOSAL WITHDRAWAL: A Proposal may be withdrawn in writing on Proposer's letterhead signed by an authorized representative and received by COIC prior to the time and date set for Solicitation closing. A Proposal may also be withdrawn in person before the time and date set for Solicitation closing upon presentation of appropriate identification.

12. INTENT TO AWARD ANNOUNCEMENT: COIC shall provide written notice of its intent to award a contract to all Proposers who have submitted a responsive Proposal by electronic mail, and generally by posted notice on the COIC web site. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to receive a contract award.

13. PERMISSIBLE NEGOTIATIONS: A sample of the form of contract to be awarded is attached as Exhibit B – COIC Professional Services Agreement ("Contract"). Generally, negotiations between COIC and any Proposer selected for award of a Contract shall be limited to negotiation of the final Contract Statement of Work, including but not limited to the services to be provided, the criteria and process for accepting the services, timelines and deliverables, and a Contract price that differs from a price submitted in a Proposal, provided the negotiations are within the scope of services described in this Solicitation. However, based on information received in any Proposals that may be submitted in response to this Solicitation, COIC may negotiate charges and payment on a different basis. Negotiations of standard COIC personal services agreement terms, including but not limited to the Insurance Requirements, shall be permissible if found to be in the best interests of COIC.

14. INSURANCE REQUIREMENTS: The apparent successful Proposer shall provide proof of required insurance as identified in Solicitation Exhibit B, within thirty (30) calendar days of notification of intent to award. Failure to present the required documents within the thirty (30) calendar-day period may result in Proposal rejection. Proposers are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Solicitation prior to Proposal submission.

15. COST OF PREPARING AND SUBMITTING PROPOSALS: All costs incurred in preparing and submitting a Proposal shall be the responsibility of the Proposer and will not be reimbursed by COIC.

16. CONTRACT TERMS AND CONDITIONS: By submitting a proposal, the selected proposer agrees to be bound by the standard Terms and Conditions shown in the example Personal Service Contracts attached as Exhibit B.

17. USE OF RECYCLED MATERIALS: Contractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

18. SOLE PROPRIETORS: If a sole proprietor, submit a detailed business continuation plan. This plan should describe in detail who will complete the scope of work in the event of the sole proprietor's inability to do so. COIC's contract will remain with the initial contracting party and they must subcontract the firm or sole proprietor who will continue the scope of work. No alterations will be made to the contract amount or schedule to accommodate this change.

## **B. PROPOSAL EVALUATION AND AWARD:**

1. MINIMUM REQUIREMENTS: Evaluation of proposals will be based on compliance with the terms and conditions of the Request for Proposal.

2. EXCEPTIONS: Any deviation from proposal specifications, terms and conditions may result in proposal rejection.

3. **MINIMUM REQUIRED PROPOSER QUALIFICATIONS:** Proposers must meet the following minimum qualifications in order to be considered for any contract award resulting from this Solicitation. Proposers must possess the following qualifications, abilities and experience; must be able to individually apply them in performing the required services; and Proposals must demonstrate the Proposer's possession of each attribute.

- Experience consulting with and working collaboratively with local governments and housing stakeholders.
- Substantial knowledge of and experience performing housing market analyses and housing-related policy analysis.
- Ability to perform the work, services and accommodate the schedule requirements described in Exhibit A.
- Ability to perform in-depth analyses, problem solve, and manage a complex housing needs assessment with multi-stakeholder engagement.

4. **EVALUATION CRITERIA:** The following Evaluation Factors will be used to evaluate proposals submitted (100 points total):

- a) Qualifications of Firm and Personnel (20 points).
  - Proposer organization strength and stability
  - Experience and technical competence
  - Education and experience of project staff
- b) Related Experience (20 Points)
  - Experience with projects similar in scope and size
  - Experience working in a project management capacity
  - Degree to which proposer meets the required qualifications
  - Experience working on housing needs assessments and housing policy analysis in Oregon
- c) Scope of Work Proposal (40 points).
  - Completeness of proposal
  - Demonstration of understanding of the work to be performed
  - Rigor of the analytical processes proposed to complete the work
  - Approach to be taken in completing the engagement
  - Demonstration of ability to coordinate Consultant work tasks with "Other Secured Resources" stated in Exhibit A, Section 6
- d) Reasonableness of Cost and Price (20 points).
  - Reasonableness of the individual fixed price and/or competitiveness of quoted fixed prices with other proposals received
  - Adequacy of the data in support of figures quoted
  - Benefit and value provided for the cost

5. **EVALUATION PROCESS:** An evaluation committee shall review, score, and rank all responsive proposals according to the evaluation criteria. The evaluation committee shall include, but not be limited to, representatives from COIC and the Housing for All regional housing consortium.

The outcome of the evaluation process may, at COIC's sole discretion, result in: (a) notice to a proposer(s) of selection for tentative contract negotiation and possible award; or (b) notification to proposers that the RFP is cancelled and either may be re-solicited or that COIC intends to take no further action with respect to the RFP.

6. **INVESTIGATION OF REFERENCES:** COIC reserves the right to investigate the references and the past performance of any proposer with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. COIC may postpone the award or execution of the contract after the announcement of the apparent successful proposer in order to complete its investigation.

7. **CLARIFICATION AND NEGOTIATION:** COIC reserves the right to seek clarifications of each proposal, and the right to negotiate the Statement of Work described in this RFP.

8. NOTICE OF INTENT TO AWARD: COIC will provide a Notice of Intent to Award at least seven (7) days prior to the formal proposal award by written notice emailed to all proposers. This shall serve as a notice to all proposers of COIC's intent to make the award to the most responsive proposer.

9. PROPOSAL RESULTS: Proposers may request tabulation of awarded proposals. Each request for the proposal tabulation must be written and must indicate the proposal name and the requestor's name and mailing address. Awarded proposal files are public records and available for review at COIC. Please contact Scott Aycock at (541) 548-9523 to make an appointment.

10. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, COIC generally will not completely review or analyze any proposal response which on its face fails to comply with the requirements of the proposal documents or which clearly is not the best proposal, nor will COIC generally investigate the references or qualifications of those who submit such proposal responses. Therefore, the return of a proposal response or acknowledgment that the selection is complete shall not operate as a representation by COIC that a response was complete, sufficient, or lawful in any respect.

11. PROPRIETARY DATA/PUBLIC RECORD: This Request for Proposal, together with copies of all documents pertaining to the award of a contract, shall be kept by COIC and made a part of a file or record which shall be open to public inspection.

12. COMMENCEMENT OF WORK: Contractor shall commence no work under the contract to be awarded until all certificates of insurance, as required in Exhibit B, Standard Terms and Conditions for Professional Services Contracts, have been provided; a contract has been executed; and a Notice to Proceed has been issued by COIC.

13. TOOLS, EQUIPMENT & SUPPLIES TO BE FURNISHED BY THE CONTRACTOR: The Contractor certifies itself as an independent contractor, and shall be responsible for: all costs and expenses of performing the services; equipment to perform the services; payment of all state and federal taxes required and providing adequate workers compensation coverage for Contractor and any assistants used.

14. CONTRACTOR'S RESPONSIBILITIES: The Contractor will be responsible solely to COIC for the scope of work of the contract to be awarded as outlined in Exhibit A, Scope of Services.

15. PAYMENT FOR CONTRACTOR'S SERVICES: No payment will be made for any services performed before the commencement date or after the expiration date of the contract to be awarded. Contractor shall not exceed, and COIC shall not pay any amount in excess of the pricing amounts established. The Contractor will submit billing for services rendered. Payments will be tied to completion and acceptance of work products, as defined within the Statement of Work schedule.

## Exhibit A – Scope of Services

### Central Oregon Regional Housing Needs Assessment Scope of Services

#### 1. Definitions

As used on this Project, the following terms and acronyms shall have the meanings defined for each in this section. Where multiple terms or acronyms have the same definition, such terms may be used interchangeably with one another.

- “CEDS” means the regional Comprehensive Economic Development Strategy, prepared by COIC, which includes a significant amount of information on regional demographic and economic trends, as well as some housing affordability and availability indicators.
- “Central Oregon” means the area within Crook, Deschutes, and Jefferson counties, Oregon, including the following communities: Bend, Culver, La Pine, Madras, Metolius, Prineville, Redmond, Sisters, and the tribal community of Warm Springs.
- “CDC” means the United States Centers for Disease Control and Prevention.
- “COHC” means the Central Oregon Health Council which is “dedicated to improving the health of the region and providing oversight of the Medicaid population and Coordinated Care Organization (CCO)”;
- “COIC” means the Central Oregon Intergovernmental Council, which is the contracting entity for this RFP and the staffing/fiscal entity for H4A;
- “H4A” means Housing for All, a multi-stakeholder regional housing consortium in Central Oregon, defined further below.
- “HLC” means Homeless Leadership Coalition. The Homeless Leadership Coalition (HLC) is a collaboration of community partners in Crook, Jefferson, and Deschutes counties engaging the community through education, advocacy, planning, prioritization and accountability for services to persons experiencing homelessness.
- “OED” is the Oregon Employment Department.
- “RHIP” means the Regional Health Improvement Plan prepared by the Central Oregon Health Council, which includes a chapter on housing as a social determinant of health.
- “RHNA” means the Central Oregon Regional Housing Needs Assessment – the purpose of this RFP and the desired work product outcome.

#### 2. Background

##### Problem

The lack of safe and affordable housing in Central Oregon is an economic development barrier, a strain on household finances, and in many instances, a public health crisis. The lack of workforce housing limits the ability of people to come to the region and accept jobs they have been offered – or requires them to live in outlying communities and commute long distances – and is also becoming a barrier for businesses seeking to relocate to or expand in Central Oregon. Low-income families in all three counties struggle to find affordable housing with very low rental vacancies rates. Homelessness persists and is becoming more widespread. The regional housing crisis is widening and exacerbating inequities and health disparities that impact people with fewer financial and support resources.

##### Housing Continuum

The housing continuum can be thought of as stretching from those experiencing homelessness to homeownership. There is a strong correlation between income/assets and the likelihood of where an individual and/or household appears along the continuum. There are several segments along the housing continuum: 1) Emergency shelter, 2) Supportive housing, 3) Rental housing, and 4) Homeownership. H4A partners believe these different housing elements are linked. For instance, building a house for affordable homeownership may allow someone living in a rental unit to purchase it, thereby freeing up space in the rental market for someone living in supportive housing to make the step up the housing continuum. Similarly, building an affordable rental unit may allow someone living in a shelter to move out into more stable housing.



### 3. Mission, Membership, and Work Plan of Housing for All

The Regional Housing Needs Assessment is a project of “Housing for All”, a regional housing consortium convened and staffed by COIC. This section provides important context for the RHNA scope of work.

#### Integrated Effort

Housing for All (H4A) partners understand that addressing the housing crisis in Central Oregon is a complex task and will require the integrated efforts of many partners – including health and human services agencies, private developers, regional businesses, non-profits, local governments, state and federal agencies, advocates, and community members. H4A integrates the efforts of many regional partners towards delivery of an initial Joint Action Plan, identified below. Working together through H4A allows coordination of efforts, saves time and money, improves inter-agency mutual understanding and networks, and allows the implementation of solutions that address the full complexity of the problem.

#### Mission

The Housing for All mission is “To address the full spectrum of Central Oregon’s housing needs – from homelessness to middle income market housing – through integrated regional effort and action.”

#### Membership

H4A does not strive to represent every housing-related agency and organization in the region. Rather, membership represents each sector that is needed to address the housing crisis, as well as broadly representing regional communities/geographies. Members are expected to engage their broader networks to a) inform them about H4A activities; and b) provide sector feedback and input back to H4A. Membership is currently under development, as follows:

Sector	# of Seats	Current Member	Notes
Coordinating Organization	1	Central Oregon Intergovernmental Council	Also represents regional ED
Homelessness	1	Homeless Leadership Coalition	Regional
State Agencies	1	Regional Solutions	Regional
Regional Housing Authority	1	HousingWorks	Regional – also represents ED
Public Health	2	COHC Housing Workgroup Crook County Public Health	Regional Prineville/Crook County
Public Safety	1	Local Public Safety Coordinating Council	Crook/Jefferson
Local Government	3	Redmond Housing & Community Development Committee Bend Affordable Housing Advisory Committee Vacant – finalizing in Dec. 2017	Redmond Bend Rural community
Non-profit	2	Sisters Habitat for Humanity Bend 2030	Sisters Bend
Large Employer	1	St. Charles Health System	Regional
Developers/Builders	2	Vacant – finalizing in Dec. 2017	
Realtors	1	Vacant – finalizing in Dec. 2017	
Federal Agencies	1	Vacant – finalizing in Dec. 2017	
Tribal	1	CTWS Housing Authority	Warm Springs
Land Use Advocate	1	Central OR LandWatch	

## Work Plan

H4A partners have developed the following shared work plan. The first activity will be the Regional Housing Needs Assessment, which is the subject of this RFP. Additional activities beyond those listed here may be developed at a future date.

- **Create a Regional Housing Needs Assessment** – Update the last Housing Needs Assessment, which was conducted in 2006. The new assessment will look at the region’s current housing stock and distribution, and analyze what types of housing will be needed where and for what populations, as the region continues to grow.
- **Research and Best Practices** - Serve as a research hub for analyzing policies and best practices that regional and/or local government can implement to encourage housing provision across the income spectrum.
- **Policy and Resource Development and Advocacy:**
  - Local Policies: work with local governments to identify, develop and adopt housing-supportive ordinances and programs that work in their communities.
  - State and federal policy: ID areas of mutual interest re: state and federal policies and regulations and develop coordinated advocacy
  - Work together to bring funding to support housing efforts into the region.
- **Regional Housing Campaign** – Raise awareness among leaders and citizens about the nature of the housing crisis, potential solutions, and how to get involved. Help those that are not housing vulnerable to understand their “enlightened self-interest” in supporting housing for all. Create information resources to support local housing advocacy efforts.
- **Regional Nexus** – Serve as a resource for outside agencies and organizations who want to engage with Central Oregon regarding housing.
- **Group Coordination and Capacity Building** - Provide critical staff support, materials, grant administration, etc. for groups working on housing issues in the region.

The scope of work for this RFP pertains to the Regional Housing Needs Assessment component of the shared work plan.

## 5. Regional Housing Needs Assessment Outline and Scope of Work

The selected Consultant will lead the Housing for All consortium’s efforts to build the Regional Housing Needs Assessment, the components of which are outlined in the table below. The selected Consultant’s work will be coordinated with the considerable efforts, expertise, networks, and information identified in Section 6 “Other Secured Resources” and also indicated in the table below. The selected Consultant will propose a compelling and rigorous approach to achieving the desired outcomes identified in the RHNA table, and proposers may provide an alternate approach to developing the RHNA to what is contemplated below if it still meets the underlying needs.

### Project Management

The selected Consultant will serve as the co-project manager, with COIC, for the development of the RHNA. This will include coordinating activities with COIC and the rest of the H4A consortium partners, ensuring delivery of work products on time and within budget, and providing overall project guidance, information, and updates at Steering Committee meetings.

### Steering Committee

The members of the H4A consortium will serve as the project multi-stakeholder Steering Committee for this project. H4A meets on a monthly basis in Bend, OR, at COIC’s headquarters. Tele- and video-conferencing is available for these meetings. Additional Steering Committee meetings or sub-committee meetings can be scheduled on an as-needed basis.

### Survey

The selected Consultant will be expected to develop and administer, with the assistance of COIC and the Steering Committee, a survey of key regional housing stakeholders to help develop information to support Chapter 3 (Impacts), 6 (Market Analysis), 7 (Housing Gap Assessment), 8 (Factors/Causes of Gaps), 9 (Best Practices/Strategies), and 10 (Action Plan and Performance Measures).

**Market Analysis, Housing Gap Assessment, and Factors/Causes of the Gaps**

Chapters 6-8 are the critical analytical components of the RHNA product, and are the primary reason that H4A has elected to use consulting services to help prepare the RHNA. The selected Consultant will demonstrate an excellent and rigorous approach to accomplishing these components of the RHNA. Note that Chapters 6 and 7 are expected to include findings for present-day (2017) with a 10-year trend projection to 2027.

**Report Writing**

The selected Consultant and COIC will oversee the overall creation of the entire RHNA document, including writing and formatting. Some chapters could be written in partnership with other H4A partners, as appropriate.

**Community and Stakeholder Outreach**

The development of the RHNA requires deep community engagement among regional stakeholders and within all Central Oregon communities in order to ensure that the RHNA a) meets local needs; and b) is more than just a document when the process is over. H4A partners want the RHNA process to result in an enduring regional network of engaged partners in every community of Central Oregon, using a common tool and data set for working together. For this reason, COIC and H4A have set aside resources to allow the H4A partners themselves to manage the majority of community outreach for this project. H4A partners are “in place” in Central Oregon and will remain so after the RHNA is completed. The selected Consultant will *support* outreach efforts with information and through Project Management functions, but will not play a lead role in community meetings or other outreach efforts and will not need to be present for all outreach activities. COIC and H4A have set aside resources to support outreach efforts by H4A members and other regional partners, which represents considerable resource and commitment. These resources will not be part of the selected Consultant’s RHNA contract.

**Geographic Scope – Regional and Communities**

The overarching geographic scope is Central Oregon, defined as the area within Crook, Deschutes, and Jefferson counties, Oregon, including the following communities: Bend, Culver, La Pine, Madras, Metolius, Prineville, Redmond, Sisters, and the tribal community of Warm Springs. Chapters 6-9 in the outline below require the development of regionally aggregated as well as disaggregated community-scale data and analysis in order to provide regional as well as community-appropriate findings. Proposers may propose a scope that aggregates some communities, with a rationale as to why this aggregation will still yield results that are useful to each community.

**Anticipated RHNA Chapters/Outline**

Following is the RHNA outline that was approved by H4A and included in our funding applications. The anticipated lead entity for each chapter is indicated in **bold font** in the third column.

<b>Anticipated RHNA Chapters</b>	<b>Purpose &amp; Notes &amp; Existing Info</b>	<b>Expected Lead</b>
<b>1. Executive Summary</b> a. Vision/Goals b. Highlight Findings	To provide high-level summary information	<b>Consultant</b> with H4A
<b>2. Purpose/Definitions</b>	To reduce confusion and generate a common set of terms.	<b>Consultant</b> with H4A
<b>3. High-Level Impacts Associated with the Lack of Housing Affordability and Availability</b> a. Social Well-being b. Public Health c. Economic Impact	To help build the “story” and increase engagement  H4A partners have information for this.	<b>H4A</b> with Consultant.
<b>4. Regional Overview</b> a. Demographic conditions and trends b. Economic conditions and trends c. Transportation/commuting (jobs/housing imbalance)	To provide a quantitative context for the region and the RHNA.  <u>Existing info:</u> • HLC Homeless Count • CDC Indicators • RHIP • CEDS data profile • Bend 2030 report • OED data	<b>H4A</b> with Consultant

Anticipated RHNA Chapters	Purpose & Notes & Existing Info	Expected Lead
<p><b>5. Housing Cohorts</b> (groups of people/need)</p> <p>1. 0-160% AMI + by different types of needs (e.g. elderly and students may be similar income but have quite different needs)</p>	<p>To define the cohorts and demonstrate that different demographic or occupational groups have different needs.</p> <p>As per Portland Metro report which links occupation to income to housing need.<sup>1</sup></p>	<p><b>Consultant with H4A.</b></p>
<p><b>6. Market Analysis</b></p> <p>a. Rental market (subsidized and market)</p> <p>b. Home ownership (subsidized and market)</p>	<p>To characterize the rental and homeownership market in Central OR communities.</p> <p>Time frame: 2017 base case with projections to 2027 (10-year analysis).</p> <p>Expected to include data analysis + survey findings</p> <p><u>Existing info:</u></p> <ul style="list-style-type: none"> <li>• Individual community housing needs assessments – compiled by Scott Edelman, DLCD.</li> <li>• Recent B2030 or other surveys</li> </ul>	<p><b>Consultant with H4A.</b></p>
<p><b>7. Housing Gap Assessment</b></p> <p>a. Incorporating variation by:</p> <p>i. Community</p> <p>ii. Cohort/need</p> <p>1. 0-160% AMI + by different types of needs (e.g. elderly and students may be similar income but have quite different needs)</p> <p>iii. Race/ethnicity</p> <p>b. Rental and homeownership</p> <p>c. Current + forecasted (10 years)</p> <p>d. Desired: gap in quality (not just quantity)</p> <p>e. Socioeconomic segregation (distribution over geography)</p>	<p>To quantify the gaps in different types of housing to better understand the need, and create tailored policies and programs to address each.</p> <p>Time frame: 2017 base case with projections to 2027 (10 year analysis).</p> <p>Expected to include data analysis + survey findings</p> <p><u>Existing info:</u></p> <ul style="list-style-type: none"> <li>• Individual community housing needs assessments – compiled by Scott Edelman, DLCD.</li> <li>• Recent B2030 or other surveys</li> </ul>	<p><b>Consultant with H4A.</b></p>
<p><b>8. Factors/Causes of the Gaps</b> (e.g. costs; demographic and in-migration trends; speculation and vacation rentals; low wages; local and state policies and regulations; lack of developers and building trades; etc.)</p>	<p>To generate policies and programs that address underlying causes, where possible.</p>	<p><b>Consultant with H4A.</b></p>
<p><b>9. Best Practices/Strategies</b></p> <p>a. Urban and Rural</p>	<p>To provide actionable options to effect change in Central Oregon communities, both urban and rural.</p> <p><u>Existing info/models:</u></p> <ul style="list-style-type: none"> <li>• Bend 2030 Missing Middle Housing</li> </ul>	<p><b>Consultant with H4A.</b></p>

<sup>1</sup> Please see pp 8-9 of this report for a summarized example of this approach:  
<https://www.oregonmetro.gov/sites/default/files/2016/01/28/EquitableHousingReport-20160122.pdf>

Anticipated RHNA Chapters	Purpose & Notes & Existing Info	Expected Lead
	report • City of Bend and Redmond analyses • Hood River, Metro, and other analyses.	
<b>10. Action Plan and Performance Measures</b> Identifying actions, lead agencies, funding sources, etc.	To ensure that process of developing and distributing the RHNA has “legs” moving immediately into actionable recommendations.  To ensure that H4A and our partners can determine if and how actions are having an impact.  Models: Hood River, Metro, and other housing analyses.	<b>H4A</b> with Consultant

**6. Other Secured Resources**

Together, H4A consortium members have considerable data regarding the impact of the housing crisis, housing needs and trends, stakeholder and community networks, and perspectives on how to implement solutions (action plan). These assets are particularly relevant to Chapters 3, 4, and 10 as noted in the table in Section 5. Proposers should demonstrate how they will work with and coordinate these assets to produce the final RHNA document.

**7. Anticipated Project Timeline**

The following is an estimated project timeline and work flow; proposers may suggest an alternative timeline and work flow, although the final product should be completed by January 2019.

February 7, 2018 – Project start date

February 2018 – Meet with COIC and H4A consortium to finalize scope of work, roles, etc. Begin collecting existing data.

March 2018 – June 2018

- H4A Consortium -led:
  - Initial round of outreach to local communities and regional housing stakeholders
  - Complete Impacts (Chapter 3)
  - Complete Regional Overview (Chapter 4)
- Consultant-led:
  - Engage in survey and other primary data gathering activity.
  - Finalize Cohorts (Chapter 5)
  - Conduct Market Analysis (Chapter 6)

July 2018-August 2018

- Consultant-led:
  - Complete Housing Gap Assessment (Chapter 7)
  - Complete first draft Factors/Causes of Gaps (Chapter 8)
- H4A Consortium-led:
  - Second round of outreach to local communities and regional housing stakeholders – generate feedback on products to date.

September 2018-October 2018

- Consultant-led:
  - Revise/Refine previous work as appropriate based on community/stakeholder feedback
  - Complete Best Practices/Strategies (Chapter 9)

November-December 2018

- H4A Consortium-led:
  - Third round of outreach to local communities and regional housing stakeholders – confirm strategies and build the regional Action Plan (Chapter 10)
  - Consultant to advise this process and help develop performance measures.

January 2019

- Consultant-led:
  - Prepare final RHNA report.
  - Prepare summary version.

February 2019-ongoing (post-contract)

- H4A Consortium-led:
  - Distribute report through multiple channels. Build action team and next steps.

**9. Other Project Requirements**

a. The selected Consultant will work collaboratively with COIC, the H4A consortium, and additional regional stakeholders regarding all internal and external communications in regard to the RHNA project to make sure a consistent message is conveyed, duplication of effort is avoided, and uniform understanding and knowledge is possessed by all participants and stakeholders.

b. Copies of all written documentation which the Consultant must produce, or ensure provision of as deliverables under this Agreement, must be delivered to COIC in an electronic format, using the Microsoft Word application format for all narrative portions of those documents. Different applications may be used to create and deliver any non-narrative components of the required written documentation or other materials. *Project Manager shall not deliver written documentation in Adobe PDF format or any other "protected format" that would prohibit the COIC or H4A consortium from extracting or manipulating the document content.*

**Exhibit B – COIC Professional Services Agreement**

*[See attached.]*

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, but made effective for all purposes as of \_\_\_\_\_, 20\_\_\_ (the "Effective Date"), by and between Central Oregon Intergovernmental Council, an Oregon entity organized under ORS Chapter 190 ("COIC"), and \_\_\_\_\_, an \_\_\_\_\_ ("Contractor").

### RECITAL:

By the execution of this Agreement, Contractor agrees to perform the Services (as defined below) in accordance with the terms and conditions contained in this Agreement.

### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Contractor in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the "Services").

1.2 Standards. Contractor will (i) consult with and advise COIC on all matters concerning the Services reasonably requested by COIC, (ii) devote such time and attention to the performance of the Services as COIC deems necessary or appropriate, and (iii) perform the Services to the best of Contractor's ability.

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.3. Contractor's timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor's performance of the Services, is of the essence.

#### 2. COMPENSATION

2.1 Compensation. COIC will pay Contractor in accordance with the compensation schedule set forth in Schedule 2.1. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by COIC under this Agreement for the performance of the Services will not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

2.2 No Benefits. COIC will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by Contractor in connection with the performance of the Services will not be reimbursed by COIC.



### 3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of COIC. Contractor is not an employee of COIC. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of COIC to specify the desired results.

3.2 Taxes. COIC will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between COIC and Contractor and does not establish a joint venture or partnership between COIC and Contractor. Contractor does not have the authority to bind COIC or represent to any person that Contractor is an agent of COIC.

### 4. REPRESENTATIONS AND WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to COIC as follows:

4.1 Authority and Binding Obligation. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

### 5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to COIC as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions

called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with any and all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. During the term of this Agreement, and for a period of two years after completion of the Services, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (i) general liability insurance for any and all losses or claims arising out of or related to Contractor's performance of this Agreement (including, without limitation, damages as a result of death or bodily injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; and (ii) professional liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Each insurance policy required under this Agreement will be in form and content satisfactory to COIC, will list COIC as an additional insured, will contain a severability of interest clause, and will contain a provision that the insurance policy will not be cancelled without thirty (30) days' prior written notice to COIC. Contractor's insurance will be primary and any insurance carried by COIC will be excess and noncontributing. Prior to Contractor's commencement of the Services, Contractor will furnish COIC with certificates of insurance evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. In the event Contractor fails to maintain insurance as required under this Agreement, COIC will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon COIC's demand.

5.3 Workers' Compensation Insurance. Contractor will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by Contractor and/or Contractor's Representatives (as defined below), (iii) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (iv) Contractor's breach or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.5 will survive the termination of this Agreement.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to COIC upon the earlier of COIC's request or the completion of the Services. Contractor's work will be made available in paper and electronic format. All copies of the materials provided to COIC will become the property of COIC who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which Contractor is responsible

(including any claims which may be brought against COIC), and Contractor will be liable to COIC for all losses arising therefrom, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to COIC for inspection, copying, and/or audit immediately upon COIC's request.

5.8 Notification. Contractor will include the following statement on any and all reports and studies related to the Services: "This project is funded in part with a grant from funding source."  
[Optional]

## 6. WARRANTY

Contractor warrants to COIC that the Services will be performed by qualified personnel, in a professional manner, in accordance with the specifications described in this Agreement, and free from any errors, omissions, or defects.

## 7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, "Creative Work" means any work that Contractor creates for or on behalf of COIC during the term of this Agreement.

7.2 Assignment. Contractor assigns to COIC Contractor's entire interest in and to the Creative Work, including, without limitation, all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual and proprietary rights in the Creative Work.

7.3 Moral Rights. Contractor assigns to COIC any moral rights that Contractor may have in the Creative Work and waives any right to assert any moral rights in any portion of the Creative Work.

7.4 Perfection. At the request and expense of COIC, Contractor will sign such documents and take such actions that COIC deems necessary or appropriate to perfect, protect, and evidence COIC's rights in the Creative Work.

7.5 Indemnification. Contractor will defend and indemnify COIC, and each present and future employee, director, officer, agent, board member, and authorized representative of COIC, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

## 8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all

times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without COIC's prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor's duties as an independent contractor of COIC, (ii) disclose Confidential Information on a need-to-know basis to Contractor's Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies COIC of the order and complies with any applicable protective or similar order. Contractor will cause Contractor's Representatives to comply with the Nondisclosure Provisions. COIC makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Contractor's Representatives" means Contractor's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1 - 8.4 of this Agreement.

8.2 Notification and Assistance. Contractor will (i) promptly notify COIC of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Contractor breach of any Nondisclosure Provision, (ii) assist COIC in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and/or Contractor's Representatives without COIC's specific prior written authorization, and (iii) exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of COIC's request or the termination of this Agreement, Contractor will immediately return to COIC any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person.

8.3 Equitable Relief. Contractor acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, COIC may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or to specifically enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to COIC (in whatever form) that is received or assessed by Contractor, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning COIC's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

## 9. TERMINATION

9.1 Termination by Mutual Agreement or COIC's Prior Notice. This Agreement may be terminated at any time by the mutual written consent of COIC and Contractor. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement for any reason or no reason by giving ten (10) days' prior written notice of such termination to Contractor.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, COIC may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with COIC or that otherwise reflects adversely on the reputation or operations of COIC; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services; and/or (iv) Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement, COIC will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to COIC. Termination of this Agreement by COIC will not constitute a waiver or termination of any rights, claims, and/or causes of action COIC may have against Contractor.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

## 10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To COIC:  
Central Oregon Intergovernmental Council  
Attn: Karen Friend  
334 NE Hawthorne Ave  
Bend, Oregon 97701  
Facsimile No.: 541-923-3416

To Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile No.: \_\_\_\_\_

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by COIC and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Contractor will not assign any of Contractor's rights or obligations under this Agreement to any person without the prior written consent of COIC, which consent COIC may withhold in its sole discretion. Subject to the above-stated limitations on Contractor's assignment of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of COIC, Contractor will execute all documents or instruments and will perform all lawful acts COIC considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), COIC and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of

Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting.

10.13 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

**COIC:**  
Central Oregon Intergovernmental Council  
an Oregon entity organized under ORS Chapter 190

**CONTRACTOR:**  
an \_\_\_\_\_

\_\_\_\_\_  
By: Karen Friend

\_\_\_\_\_  
By: \_\_\_\_\_

Its: Executive Director

Its: \_\_\_\_\_

Federal Tax Id. No.: 93-0620261

Federal Tax Id. No.: \_\_\_\_\_

SCHEDULE 1.1  
Description of Services

Contractor will perform the following Services for and on behalf of COIC:

1. [item]
2. [item]
3. [item]
4. [item]
5. [item]



SCHEDULE 1.3  
Schedule of Services

Contractor will perform the Services in accordance with the following schedule:

SCHEDULE 2.1  
Compensation Schedule

COIC will pay Contractor in accordance with the following compensation schedule:

1. Compensation

A. Option 1 - Monthly or Quarterly Invoice

Contractor's performance of the Services will be billed by Contractor at Contractor's standard hourly rates, which rates are described below. Contractor will submit monthly or quarterly invoices to COIC concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (i) a summary of the Services performed by Contractor (and by whom); (ii) the number of hours each person spent to perform the Services; (iii) the applicable hourly billing rates (as described below); and (iv) any other information reasonably requested by COIC. COIC will pay the amount due under each Invoice within thirty (30) days after COIC has reviewed and approved the applicable Invoice. No compensation will be paid by COIC for any portion of the Services not performed. COIC's payment will be accepted by Contractor as full compensation for performing the Services to which the applicable Invoice relates.

B. Option 2 – Milestones (e.g., Events)

C. Option 3 – Completion Dates

2. Hourly Billing Rates