

UNION COUNTY

Notice of Request for Proposals

Union County Comprehensive Plan Update Phase I: Plan Audit and Community Outreach

Proposals due by 4:00 p.m., Pacific Time, on Monday, May 25, 2026.

Union County is soliciting proposals from qualified consulting firms to provide comprehensive land use planning services to complete Phase I of an update of Union County's Comprehensive Plan, as more particularly described in Union County's Request for Proposals.

An electronic copy of the Request for Proposals may be obtained at <https://unioncountyor.gov/planning/> or by calling Union County Planning Department at (541) 963-1014.

Proposals must be received by Inga Williams, Director of the Planning Department, by hand delivery or mail at 1001 Fourth Street, Suite C, La Grande, OR 97850, on or before 4:00 p.m., Pacific Time, on Monday, May 25, 2026. Sealed, opaque envelopes should be clearly marked "Union County – Comprehensive Plan Update – Phase 1". Please provide one (1) digital copy (no email submittals), one (1) original hard copy, and three (3) hard copies of the Proposal. The original 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.

All questions or requests for clarification must be submitted in writing no later than May 18, 2026, to Inga Williams by email or mail at:

Email: iwilliams@Union-County.org

Mail: Inga Williams, Union County Planning Department
1001 Fourth Street, Suite C
La Grande, OR, 97850



**Union County
Oregon**

**REQUEST FOR PROPOSALS (RFP)
FOR
COMPREHENSIVE PLANNING SERVICES**

1. Background and Purpose

On December 9, 2025, Union County, Oregon, was noticed by the Department of Land Conservation and Development (DLCD) that the county was awarded Technical Assistance (TA) grant funding to initiate an update to the County's comprehensive plan. The County's existing Comprehensive Plan has remained largely unchanged for more than 40 years and does not reflect current conditions, community values, or state planning requirements.

An agreement with DLCD was executed on April 7, 2026 and that agreement is provided as an attachment to this RFP. The tasks outlined in the agreement are considered the first phase of a multi-phase Comprehensive Plan update. Phase I of the project will establish the foundation for a modernized planning framework by conducting a thorough audit of the existing plan, developing a community engagement strategy, and gathering initial public input to inform plan priorities.

Union County is seeking qualified consultant services to accomplish Phase I of the Comprehensive Plan update. A future phase or phases will be planned and executed following successful procurement of additional funding.

The budget for this project is determined by the grant funding and shall not exceed \$60,000.

2. Schedule

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The County may extend the deadline for submission of proposals by written addendum.

4/22/26	RFP Issued
5/18/26	4 p.m. deadline for written protest of and request to change anything contained in the RFP per OAR 137-048-0240 and requests for clarification.
5/20/26	Clarification answers posted to Planning Department webpage.

5/25/26	Proposals due by 4 p.m.; late submittals will not be accepted
June 2026	Selection and negotiation with selected Consultant
July 2026	Date to be determined by date of selection notice. Per OAR 137-048-0240, protest of consultant selection limited to no later than seven (7) calendar days after the date of the selection notice. Contract execution with Board of County Commissioners
June 1, 2027	Project closeout, all deliverables must be submitted.

Written protests of anything contained in this RFP or requests to change any provision or specification of this RFP must be raised by the date and time above or be waived by Proposer. Written protest of consultant selection shall be submitted no later than seven (7) calendar days after the date of the selection notice. Protest and request for change submittal procedures are as defined under Oregon ORS 279C.110(8) and OAR 137-048-0240.

Proposers may submit written requests clarification of any section of the RFP by 4 p.m. May 18, 2026.

Requests for clarification and protests must be submitted in writing to:

Inga Williams, Union County Planning Department
1001 Fourth Street, Suite C
La Grande, OR, 97850

Errors and omissions in the Request for Proposals shall be called to the attention of the Planning Department by 4 p.m. on May 18, 2026 so that appropriate addenda may be issued, if warranted. Failure to do so on the part of the Proposer 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. Addendum to this RFP will be in writing and posted on the Union County Planning Department webpage <https://unioncountyor.gov/planning/>. It will be the responsibility of potential Proposers to check the website for addenda or amendments.

3. Scope of Work

The scope of work consists of the following tasks:

Task 1: Project Initiation

- Conduct kickoff meeting with Planning Department staff
- Establish project team roles, communication protocols, and schedule in coordination with County staff
- Meet with the Planning Commission and define their role for engaging the community and receiving public input
- Review existing planning documents, including the Comprehensive Plan, Plan Supplement, Economic Opportunity Analysis, Transportation System Plan and other relevant studies

Task 2: Community Engagement

- Develop a comprehensive Community Engagement Plan that outlines strategies for broad public participation throughout the planning process, with targeted strategies to include underserved and underrepresented populations
- Connect with project partners (community organizations, agencies, local governments) and identify roles that these partners can and are willing to fulfil in public outreach
- Conduct engagement activities to create the initial interface on the comprehensive planning update for this phase of the update
 - A communication and information strategy to educate the public on the importance of comprehensive planning, creating a comprehensive plan, and the role of state regulations
 - Develop and initiate countywide conversations about Union County's future specifically related to the unincorporated area, gather input on community priorities and desired outcomes for a 25-year planning horizon.
- Collate and summarize public input, including participation metrics
- Actively engage with an intern employed by the Rural Engagement and Vitality Center, Eastern Oregon University, La Grande, Oregon contracted to the County to provide outreach support

Task 3: Comprehensive Plan Audit and Analysis

- Conduct a thorough review of the existing Comprehensive Plan for consistency with:
 - Oregon Statewide Planning Goals
 - Current Oregon Administrative Rules (OARs)
 - Applicable LUBA and court decisions
 - Current state law requirements
- Identify outdated policies, conflicts with current regulations, data gaps, and areas requiring new or revised goals
- Assess plan organization and usability; recommend structural improvements
- Evaluate existing Goal exceptions and determine which remain applicable
- Develop prioritized recommendations for plan revision

Tasks 2 and 3 have no dependencies, they can proceed concurrently.

4. Deliverables

As part of this project, the consultant will be responsible for the submittal and execution of the following:

- A. Progress Reports and Research. Monthly progress reports and research information relative to the project submitted to the County on a monthly basis. The Consultant will provide research necessary for completion of the project.
- B. Meetings. Meetings in person or tele-conference to establish objectives, discuss alternatives, provide direction, and review progress. Maximization of budget resources is a key expectation.
- C. Community Outreach and Engagement Plan. Develop a strategy that educates, inspires, and engages all community member in developing a new vision and guiding goals and objectives.
- D. Community Outreach and Engagement. Summary report of engagement activities and input received along with copies of all presentation materials, notices, agendas, and notes or meeting minutes.
- E. Comprehensive Plan Audit and Analysis Report.

All final work products will be submitted to the County in, at least, an MS Word and in PDF format.

5. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

Criterion	Weight	Max Points
Qualifications and Experience Demonstrated experience with comprehensive plan audits and updates in Oregon; familiarity with Statewide Planning Goals and rural/agricultural planning contexts; experience with inclusive public engagement strategies	25%	25
Approach and Methodology Clear, feasible approach to completing the scope; understanding of project objectives, tasks, and deliverables	40%	40
Availability and Capacity Ability to complete work within proposed timeline; availability of key personnel	20%	20
Cost/Value Maintains project quality within budget; value provided within budget constraints including but not limited to the number of hours proposed for the services required, expenses, hourly rates and overhead	15%	15
TOTAL	100%	100

6. Submission Requirements

Interested Proposers shall submit the following:

- A. Firm Qualifications: Brief description of the firm and relevant experience with comprehensive plan updates, audits, and community engagement in Oregon
- B. Key Personnel: Resumes or brief bios of project team members who will perform the work
- C. Project Approach: Narrative describing proposed approach to each task, including methodology for community engagement and equity considerations
- D. Proposed work plan and timeline: Timeline showing major milestones and deliverable dates
- E. Cost Proposal: Not-to-exceed budget broken down by task, including hourly rates for key personnel and any anticipated expenses

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.

Please provide one (1) digital copy (no email submittals), one (1) original hard copy, and three (3) hard copies of the Proposal. The original should be marked "Original" and must bear an original ink signature by an individual authorized to represent the proposer. Proposals shall be submitted in a sealed envelope and plainly marked with the name of the project, **Comprehensive Plan Update Phase I**.

Proposals shall be mailed or submitted in person to:
Inga Williams, Union County Planning Department
1001 Fourth Street, Suite C
La Grande, OR, 97850

The proposal submitted under this RFP must remain valid for 90 days, or, if contract negotiations are commenced prior to the 90th day, until the close of contract negotiations.

7. County Reservations & Requirements

Union 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.

Union 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.

Union 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 Union County.

Proposers are solely responsible for the cost of preparing their responses to this Request for Proposals. Union 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.

8. County Responsibilities

Union County Planning Department will provide:

- Staff will provide access to all necessary background documents
- Staff coordination and project management support
- 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
- Introductions to community partners and stakeholders
- Review and feedback on draft deliverables within agreed-upon timeframes

9. Notice of Award

A selection committee will evaluate each RFP. Upon completion of the evaluation process, the County will advise the Proposers of the selection.

10. Contract Negotiation

The County will negotiate the appropriate agreement 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. This process may continue until a contract agreement is reached.

Union County may, at its option, elect to negotiate general contract terms and conditions, services, pricing, implementation schedules, and such other terms as the County determines are in the County's best interest.

The Board of Commissioners must approve the contract prior to commencement of work.

11. Public Records

All submittals in response to this Request for Proposals become public record and will be available for inspection upon request. Proposer is advised to consult with legal counsel regarding disclosure issues if the Proposer considers any part of its Proposal a trade secret, or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.431. The Proposer must clearly designate each page containing such information with the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.431.”

Application of the Oregon Public Records Law shall determine if the confidential information claimed to be exempt is in fact exempt from disclosure. Where authorized by law, and at its sole discretion, Union County will endeavor to resist public disclosure of properly identified portions of submittals.

12. Certification of Compliance with Discrimination Laws

Each Proposer, by submitting a Proposal in response to this RFP, thereby certifies that it has not discriminated against minority, women or emerging small business enterprises, or a business enterprise that is owned or controlled by or that employs a disabled veteran, as that term is defined in ORS 408.225, in obtaining any subcontracts, and that the Proposer is not in violation of any discrimination laws.

**OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT**

Project Name: Union County Comprehensive Plan Audit and Update

Grant Number: TA-27-017

This Grant (“Grant”), dated as of the date the Grant is fully executed, is made by the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and Union County (“Recipient” or “Grantee”) for the project referred to above and described in Exhibit A (“Project”). This Grant becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

This Grant includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	Contact Information and Project Description
Exhibit B	Project Budget
Exhibit C	Project Requirements
Exhibit D	Geographic Information System and Data File Requirements

SECTION 1 - LEGAL BASIS FOR AWARD; PURPOSE

Pursuant to Oregon Revised Statutes (“ORS”) 197.045, and ORS 197A.030, DLCD is authorized to award grants and enter into grant agreements to assist Oregon communities prepare and update local land use plans and implement ordinances to respond to growth management and resource protection issues and changes in state agency programs and requirements.

DLCD is willing to make such a grant on the terms and conditions of this Grant. Accordingly, the parties agree as follows:

SECTION 2 - GRANT AWARD; DISBURSEMENT

- A. Grant Funds. In accordance with the terms and conditions of this Grant, DLCD shall provide Recipient \$60,000 (the “Grant Funds”).
- B. Disbursement of Grant Funds. Subject to Section 2.C, DLCD shall disburse the Grant Funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request on a DLCD-provided or DLCD-approved disbursement request form (“Disbursement Request”). DLCD will disburse the Grant Funds to Recipient as follows:
 - (1) Up to fifty percent (50%) of the Grant Funds will be disbursed to Recipient upon DLCD’s acceptance of the Project status report that must be provided by Recipient to DLCD by September 1, 2026, as described in Exhibit C.
 - (2) Reimbursement of up to the balance of Grant Funds upon completion of the Project and DLCD’s acceptance of the Project closeout report described in Exhibit C. Recipient must submit the final disbursement request by July 10, 2027.
- C. Conditions Precedent to Disbursement. DLCD’s obligation to any disbursement of Grant Funds to Recipient is subject to each of the following conditions being satisfied:

- (1) DLCD (a) has received a completed disbursement request, (b) has received written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require, (c) is satisfied that all items listed in the disbursement request are reasonable, and (d) has determined that the disbursement is only for costs defined as eligible costs under this Grant.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) DLCD has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant. Notwithstanding the preceding sentence, payment of funds by DLCD is contingent on DLCD receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Grant, and notwithstanding anything in this Grant, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, DLCD has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Grant are met.
- (5) There is no Event of Default by Recipient.

SECTION 3 - USE OF GRANT

- A. Eligible Use. Recipient's use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the activities described in Exhibit A ("Project Description") and Exhibit B ("Project Budget").
- B. Ineligible Use. Recipient shall not use the Grant Funds to retire any debt or to lobby, influence, or attempt to influence, any federal, state, or local government official. Any notice issued by Recipient that is eligible for reimbursement under ORS 227.186 – Notice to city property owners, or ORS 215.503 – Notice to county property owners for costs incurred for Measure 56, is not eligible for reimbursement under this Grant.
- C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Recipient, or any interest earned by Recipient on the Grant Funds, that is not used according to this Grant or that remain after the Project is completed or this Grant is terminated shall be immediately returned to DLCD, unless otherwise directed by DLCD in writing.

SECTION 4 - RECIPIENT'S REPRESENTATIONS AND WARRANTIES

- A. Existence and Power. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient represents and warrants to DLCD that Recipient has full power, authority, and legal right to enter into and agree to the terms of this Grant and to incur and perform its obligations under this Grant.
- B. Authority, No Contravention. The making and performance by Recipient of this Grant (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or

instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.

- C. Binding Obligation. This Grant has been duly executed and delivered by Recipient and when duly executed and delivered by DLCDC, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Grant.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Grant or any document submitted by or on behalf of the Recipient to DLCDC. The information contained in this Grant is true and accurate in all respects.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to ORS 320.150 and ORS 403.200 to ORS 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 5 - COVENANTS OF RECIPIENT

- A. Project Completion Deadline. Recipient shall complete the Project by June 19, 2027 (“Project Completion Deadline”), unless the total amount of the Grant Funds is not available because one or more of the conditions in Section 2.C(1) to (3) are not satisfied. Recipient shall complete the Project and use its own fiscal resources or money from other sources to pay for any costs of the Project in excess of the total amount of financial assistance provided pursuant to this Grant.
- B. Compliance with Laws. Recipient shall comply with the requirements of any and all applicable federal and state laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. Notice of Adverse Change. Recipient shall promptly notify DLCDC of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient, or the Project related to the ability of Recipient to perform all obligations required by this Grant.
- D. Notice of Event of Default. Recipient shall give DLCDC prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely. Failure to provide notice may itself be construed as an Event of Default.
- E. Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with this Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of six years after the date set forth in Section 5.A or the date that all disputes, if any, arising under this Grant have been resolved. Recipient will permit DLCDC, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed, and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from DLCDC. Access to these books of account and records is not limited to the required retention period. The

authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

SECTION 6 - TERMINATION AND EVENTS OF DEFAULT; REMEDIES

- A. Mutual Termination. This Grant may be terminated by mutual consent of both parties.
- B. Termination by DLCD. DLCD may terminate this Grant upon written notice to Recipient under any of the following occurrences:
- (1) DLCD fails to receive sufficient appropriations or other expenditure authorizations to allow DLCD, in the reasonable exercise of its administrative discretion, to continue making payments under this Grant,
 - (2) There are not sufficient funds in the Fund, as determined by DLCD in the reasonable exercise of its administrative discretion, to permit DLCD to continue making payments under this Grant, or
 - (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Grant is no longer eligible for funding.
- C. Events of Default. Recipient shall be in default under this Grant upon the occurrence of any of the following events (“Events of Default”):
- (1) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations pertaining to this Grant, and such failure is not cured within fifteen days of written notice to Recipient from DLCD or a period of longer time established by DLCD in its notice; or
 - (2) Any representation, warranty, or statement made to DLCD by or on behalf of Recipient pertaining to this Grant or in any document or report provided by or on behalf of Recipient and relied upon by DLCD to measure progress, performance, or the expenditure of Grant Funds is untrue in any material respect when made; or
 - (3) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself, or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
 - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like, of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive

days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

- D. Remedies Upon Default. Upon the occurrence of any Event of Default, DLCD may pursue any remedies available under this Grant, at law or in equity. Such remedies include, but are not limited to, termination of DLCD’s obligation to make the Grant or any further disbursement under this Grant, return of all or a portion of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funds from DLCD. If, as a result of an Event of Default, DLCD demands return of all or a portion of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount upon DLCD’s demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

SECTION 7 - MISCELLANEOUS

- A. No Implied Waiver. The failure of DLCD to exercise, or any delay by DLCD in exercising, any right, power, or privilege under this Grant shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.
- B. Choice of Law; Designation of Forum; Federal Forum.
- (1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Grant, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
 - (2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Grant shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
 - (3) Notwithstanding Section 7.B(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section does not act as a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the claims against the parties allege joint liability by the parties, the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative liabilities. The relative liabilities of the parties shall be determined by reference to, among other things, the evidence indicating the extent of the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Grant.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless the State of Oregon and its officers, employees, and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the claims, actions, liabilities, damages, losses, or expenses arising from any and all negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor (collectively, "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Recipient's contractors or any of the officers, agents, employees, or subcontractors of the contractor from and against any and all Claims. This Section shall survive termination of this Grant.

- H. Survival. All provisions of this Grant intended by their terms to survive termination and the following sections shall survive termination of this Grant: Section 3.C, Section 5.E, Section 6.D, Section 7.G, this Section 7.H, and Section 7.K.
- I. Severability. If any term or provision of this Grant 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 Grant did not contain the particular term or provision held to be invalid.
- J. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Grant.
- K. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Grant will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership, or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DLCD by its attorneys.
- L. Counterparts. This Grant may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Grant by signing any such counterpart.

M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans owned and emerging small businesses....” DLCD encourages Recipient, in its Grant activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity through the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: [Certified Vendor Directory](#).

N. Non-Exclusive License. The following terms have the meanings set forth below:

- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Project.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than DLCD or Recipient.
- (3) “Product(s)” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to DLCD or create pursuant to the Project and this Grant, including but not limited to any Product(s) described in Exhibit A.

Recipient hereby grants to DLCD, under Recipient Intellectual Property and under intellectual property created by Recipient pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Recipient pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Recipient shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Recipient shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

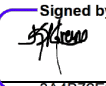
O. Promotional Use of Recipient Information. Recipient agrees that DLCD may use Recipient and information provided to DLCD by Recipient in the promotion of State’s programs and services. The following typifies, but does not limit, the information State may use in its promotion(s): business name, general description of the Project, total Project cost, amount of the award.

P. Insurance; Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

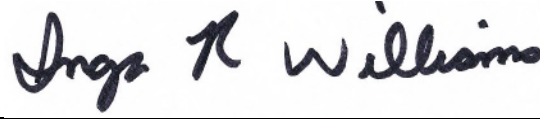
By signing below, the parties acknowledge they have read and understand this Grant and agree to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Land Conservation and
Development

UNION COUNTY

By:  Signed by:

3A4B72E0C69D40B...
Kirstin Greene, Deputy Director

By: 

Inga Williams, Planning Director

Date: 4/7/2026

Date: 4/7/2026

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A – CONTACT INFORMATION; PROJECT DESCRIPTION

Union County Comprehensive Plan Audit and Update

Contact Information: Except as otherwise expressly provided in this Grant, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently indicate in writing pursuant to this Section:

DLCD

Department of Land Conservation and Development
 635 Capitol Street NE, Suite 150
 Salem OR 97301-2540

Recipient/Grantee

Union County
 1106 K Avenue
 LaGrande, OR 97850

Grant Administrator: Dawn Marie Hert
 Title: Regional Representative
 Telephone: 503-956-8163
 Email: dawn.hert@dlcd.oregon.gov

Contact: Inga Williams
 Title: Planning Director
 Telephone: 541-963-1014
 Email: iwilliams@union-county.org

Background:

The primary purpose of this Project is to support a thorough, multi-year (perhaps multi-phase) update of Recipient’s outdated Comprehensive Plan. The existing Plan, which has remained largely unchanged for more than 40 years, does not reflect current conditions, community values, or state planning requirements. This Project will result in a more relevant and usable planning document that provides clear direction for land use, infrastructure, and economic development for Recipient.

This Project will modernize the Comprehensive Plan so that it provides a legally defensible and forward-looking framework to guide land use, infrastructure investment, and economic development for Recipient. The update will align the Recipient’s planning framework with Oregon’s Statewide Planning Goals, and will integrate recent work, including the 2023 Economic Opportunities Analysis.

Project Description:

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), complete the following:

Project Initiation, Inclusive Outreach Plan, Coordination and Grant Management

- Request for Proposal, notice, review and selection of a qualified consultant.
- Organize kick-off meeting for project.
- Establish project team roles, schedule, and communication protocols.
- Meet with the Planning Commission in its Community Advisory Committee role.
- Identify relevant impacted priority populations and devise a community outreach and inclusion plan that supports participation of priority populations consistent with [Guidance regarding Diversity, Equity, and Inclusion](#).
- Manage grant deliverables and billing.

Community Outreach and Engagement Plan

- Confirm partner participation and develop a plan to ensure broad participation, form a temporary advisory committee for targeted input (if needed).

- Develop and implement a strategy that educates, inspires, and engages all community members in developing a new vision and guiding goals and objectives for the Recipient’s next 20 years.
- Implement outreach to underrepresented communities and Tribal governments.
- Conduct community workshops, listening sessions, and targeted outreach in partnership with local organizations.
- Collect and summarize public input, including participation metrics from priority populations.
- Develop priorities regarding identifying target audiences, ensuring equitable participation, creating feedback opportunities, developing collaborative partnerships, establishing communications channels and measuring success. These priorities ensure the project moves from simply providing information to empowering the community in decision making.

Comprehensive Plan Audit and Analysis

- Review existing Comprehensive Plan for consistency with Oregon Statewide Planning Goals, administrative rules, and applicable Land Use Board of Appeals court decisions.
- Identify outdated policies, conflicts with current regulations, and areas requiring new or revised goals.
- Summarize findings in a Planning Audit Report.
- Develop priorities that include analyzing existing conditions, define core needs, evaluate feasibility, involve stakeholder input and create actionable milestones.

Grant Products:

Recipient will submit Grant Products to DLCDC, including but not limited to the following:

- Summary of major tasks and action items for the Project – must be submitted to DLCDC within 60 days of Grant Effective Date
- Proposed Project schedule – must submitted to DLCDC within 60 days of Grant Effective Date
- Detailed Community Outreach and Engagement Plan
- Comprehensive Planning Audit and Analysis
- Presentation materials, staff reports, meeting notices, hearing notices, agendas, and notes or meeting minutes for all Project-related meetings

EXHIBIT B - PROJECT BUDGET

Line Items	DLCDC Funds
Project Initiation, Inclusive Outreach Plan, Coordination and Grant Management	\$20,000
Community Outreach and Engagement Plan	\$25,000
Comprehensive Plan Audit and Analysis, Grant Administration	\$15,000
Total Grant Funds	\$60,000

Any variance between budgeted line-item values within the total Grant Funds amount is subject to prior written approval (email acceptable) from the DLCDC Grant Administrator, or successor.

EXHIBIT C – PROJECT REQUIREMENTS

Recipient shall comply with the following Project requirements, as applicable to their Project and outlined in further detail below:

A. Grant Products:

- (1) Provide all draft and final Grant Products, including any memos, reports, and maps produced by this Agreement in a digital media format to the DLCD Grant Administrator and DLCD.GFGrant@dlcd.oregon.gov. The term “digital media” means a compact disc, digital video disc, USB flash drive, e mail, or FTP submittal authorized by DLCD.
- (2) Follow Exhibit D - Geographic Information System and Data File Requirements if applicable to the Project and any Grant Products.
- (3) All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon General Fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”

B. Provide a legible copy of signed agreements or contracts between Recipient and any contractors hired to provide Project services to Recipient no later than three business days after both parties have signed the contract or agreement.

C. Ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any post-acknowledgment plan and land use regulation amendments proposed by the Recipient.

D. Commit to overall management of Grant Funds, Project activities, and reporting obligations to ensure compliance with Grant terms.

E. Maintain regular correspondence with DLCD to discuss Project status, challenges, or potential changes to the Project, and to provide an opportunity for review of draft Grant Products.

F. Provide notice to DLCD and any other applicable parties, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Grant.

G. Provide Project status reports to DLCD. Project status reports are due September 1, 2026, and March 1, 2027. Project status reports must be in the format provided by DLCD and completed in a manner determined to be acceptable by DLCD and must include the following:

- (1) Summary: A brief overview of the Project's progress, major achievements, and any significant changes or challenges encountered during the period.
- (2) Progress on Objectives: Detailed updates on the progress toward each Project objective, specific activities completed, milestones achieved, and any deviations from the planned timeline and objectives.
- (3) Challenges and Solutions: Description of any challenges or obstacles encountered and steps taken to overcome these challenges.
- (4) Upcoming Activities: Outline of planned activities and objectives for the next reporting period, as well as adjustments to the timeline or Project plan, if necessary.

H. Provide Project closeout report to DLCD no later than July 10, 2027. The Project closeout report must be in the format provided by DLCD and completed in a manner determined to be acceptable by

DLCD, and must include the following:

- (1) Project Summary: A concise overview of the Project, including objectives, activities, engagement, and outcomes.
- (2) Final Outcomes and Impact: Detailed description of the Project's achievements and its impact, including evaluation of how well the Project met its original goals and objectives.
- (3) Compliance and Certification: Confirmation that all Grant terms and conditions were met.

EXHIBIT D – GEOGRAPHIC INFORMATION SYSTEM AND DATA FILE REQUIREMENTS

The Recipient shall follow the following requirements for all Geographic Information System (GIS) and data files related to the Project:

A. Format and Delivery:

- (1) Provide all data files created, revised, or updated under this Grant in widely used, open, non-proprietary formats whenever possible. For spatial GIS data, acceptable formats include ESRI-compatible file geodatabases, shapefiles, or feature classes. For non-spatial data, acceptable formats include CSV, Excel (XLSX), or JSON.
- (2) All files must be clearly labeled and organized in a logical folder structure. A summary document describing the content of the deliverables, the purpose of each dataset, source data (if applicable), field definitions, and any known data limitations or assumptions must accompany the data.
- (3) If the Recipient lacks GIS capability, spatial data files may be submitted as high-resolution digital maps (PDF) along with supporting data in tabular formats (e.g. Excel, CSV) with prior written approval from the DLCD Grant Manager.

B. Coordinate System for Spatial Data:

- (1) All spatial datasets must have a defined and consistent coordinate system. The projection may be determined by the Recipient but must be documented in both the dataset properties and metadata.

C. Data Quality and Standards:

- (1) Spatial data must be free of topological errors (e.g., overlaps, gaps, slivers) and maintain logical consistency in geometry and attributes.
- (2) All datasets (spatial and non-spatial) must include clear, complete, and consistent attribute fields. Field names should be intuitive and defined in accompanying documentation or metadata.
- (3) When applicable, domain values or code lists must be included or referenced.

D. Metadata:

- (1) Spatial datasets should include metadata compliant with the [Oregon GIS Metadata Standard](#).
- (2) Metadata must include, at a minimum: dataset title, abstract, spatial extent (if applicable), data creation date, responsible party, projection, and attribute descriptions.
- (3) Non-spatial datasets must include a data dictionary or documentation that defines all fields, units, and any codes or classifications used.

E. Ownership and Use:

- (1) DLCD may display, integrate, or distribute data files in internal systems, public data portals, or with partner agencies unless otherwise restricted by written agreement.
- (2) Recipient and their agents are not responsible for any use, interpretation, or redistribution of the data by DLCD once it has been submitted and accepted.

Amendment Number 1

Project Name: Union County Comprehensive Plan Audit and Update

This amendment is made and entered into by and between the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and Union County (“Recipient”), and amends the Community Planning Technical Assistance Grant Agreement, Project Number TA-27-017, between DLCD and Recipient, dated April 7, 2026, (“Agreement”) for the above-named Project. Capitalized terms not defined in this amendment have the meanings assigned to them by the Agreement.

Recital: The purpose of this amendment is to update the project description and project budget details to correct an administrative error.

The parties agree as follows:

1. The Project Description of Exhibit A is hereby deleted in its entirety and replaced with the following Project Description:

Project Description:

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), complete the following:

Project Initiation, Coordination and Grant Management

- Request for Proposal, notice, review and selection of a qualified consultant.
- Organize kick-off meeting for project.
- Establish project team roles, schedule, and communication protocols.
- Manage grant deliverables and billing.

Inclusive Outreach Plan, Community Outreach and Engagement Plan

- Meet with the Planning Commission in its Community Advisory Committee role.
- Identify relevant impacted priority populations and devise a community outreach and inclusion plan that supports participation of priority populations consistent with [Guidance regarding Diversity, Equity, and Inclusion](#).
- Confirm partner participation and develop a plan to ensure broad participation, form a temporary advisory committee for targeted input (if needed). Develop and implement a strategy that educates, inspires, and engages all community members in developing a new vision and guiding goals and objectives for the Recipient’s next 20 years.
- Implement outreach to underrepresented communities and Tribal governments.
- Conduct community workshops, listening sessions, and targeted outreach in partnership with local organizations.
- Collect and summarize public input, including participation metrics from priority populations.
- Develop priorities regarding identifying target audiences, ensuring equitable participation, creating feedback opportunities, developing collaborative partnerships, establishing communications channels and measuring success. These priorities ensure the project moves from simply providing information to empowering the community in decision making.

Comprehensive Plan Audit and Analysis

- Review existing Comprehensive Plan for consistency with Oregon Statewide Planning Goals, administrative rules, and applicable Land Use Board of Appeals court decisions.

- Identify outdated policies, conflicts with current regulations, and areas requiring new or revised goals and information.
- Summarize findings in a Planning Audit Report.
- Develop priorities that include analyzing existing conditions, define core needs, evaluate feasibility, involve stakeholder input and create actionable milestones.

2. Exhibit B – Project Budget is amended as follows (deletion in ~~striketrough~~; addition in **underline**):

EXHIBIT B - PROJECT BUDGET	
Line Items	DLCD Funds
Project Initiation, Inclusive Outreach Plan , Coordination and Grant Management	\$20,000
<u>Inclusive Outreach Plan</u> , Community Outreach and Engagement Plan	\$25,000
Comprehensive Plan Audit and Analysis, Grant Administration	\$15,000
Total Grant Funds	\$60,000

Except as specifically provided above, this amendment does not modify the Agreement, and the Agreement shall remain in full force and effect during the term thereof. This amendment is effective on the date it is fully executed and approved as required by applicable law.

STATE OF OREGON
 acting by and through its
 Department of Land Conservation and
 Development

UNION COUNTY

By: Signed by: Kirstin Greene
3A4B7270C69D40B
 Kirstin Greene, Deputy Director

By: Inga K Williams
 Inga Williams, Planning Director

Date: 4/23/2026

Date: 4/23/26

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not required by OAR 137-045-0050

UNION COUNTY
CONSULTANT SERVICES CONTRACT

This is an agreement by and between UNION COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR.

WHEREAS, UNION COUNTY has need for the services of an individual or entity with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, this contract has been let under the RFP pursuant to OAR 137-048-0240, and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. TERM OF CONTRACT: This contract shall become effective upon signature, and shall terminate on June 1, 2027.

2. SERVICES TO BE PROVIDED: See Attachment B.

3. PAYMENT: \$_____, to be paid upon completion of the services or delivery of the goods contemplated by this contract or within 30 days of receipt of invoice.

4. TIME IS OF THE ESSENCE: Time is of the essence for this contract.

5. ASSIGNMENT/DELEGATION: Neither party shall assign, subcontract or transfer any interest in or duty under this agreement without the prior written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

6. STATUS OF CONTRACTOR: The parties intend that CONTRACTOR, in performing the services specified in this agreement, shall act as an independent contractor. Although COUNTY reserves the right to (i) determine and modify the delivery schedule for work to be performed and (ii) evaluate the quality of the completed performance, only CONTRACTOR shall have the control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of the COUNTY and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COUNTY provides its employees.

CONTRACTOR will not be eligible for any federal social security, state workers' compensation, unemployment insurance, or Public Employees Retirement System benefits from amounts paid under this contract, except as a self-employed individual.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that it is not currently employed by the Federal government and the amount charged does not exceed its normal charge for the type of service provided.

COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. CONTRACTOR shall be responsible for any Federal or State taxes applicable to amounts paid under this contract.

7. WARRANTY: COUNTY has relied upon representations by CONTRACTOR regarding its professional ability and training as a material inducement to enter into this contract. CONTRACTOR represents and warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance

of CONTRACTOR's work by COUNTY shall not operate as a waiver or release of such warranty.

8. INDEMNIFICATION: CONTRACTOR shall hold harmless, indemnify, and defend COUNTY, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the COUNTY and its employees. Such indemnification shall also cover claims brought against COUNTY under state or federal workers' compensation laws. If any aspect of this indemnity or the above warranty shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification or the above warranty.

8. INSURANCE: CONTRACTOR and any subcontractors shall maintain insurance acceptable to the COUNTY as provided in Attachment A. Such insurance shall remain in full force and effect throughout the term of this contract.

If CONTRACTOR employs one or more workers as defined in ORS 656.027 and such workers are subject to the provisions of ORS Chapter 656, CONTRACTOR shall maintain currently valid workers' compensation insurance covering all such workers during the entire period of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices shall be made in writing and may be given by personal delivery, by mail or email, receipt requested. Notices sent by mail should be addressed as follows:

COUNTY: Planning Department
 Inga Williams, Director
 1001 Fourth Street, Suite C
 La Grande, OR 97850
 lwilliams@Union-County.org

CONTRACTOR:

Bills, invoices and payments sent by mail to COUNTY should be addressed as follows:

 Planning Department
 Inga Williams, Director
 1001 Fourth Street, Suite C
 La Grande, OR 97850
 lwilliams@Union-County.org

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

10. TERMINATION: At any time, with or without cause, COUNTY, in its sole discretion shall have the absolute right to terminate this agreement by giving written notice to

CONTRACTOR. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to payment for all services satisfactorily rendered and expenses incurred through the date of termination; provided, that there shall be deducted from such payment the amount of damage, if any, sustained by COUNTY due to any breach of the agreement by CONTRACTOR.

11. OWNERSHIP OF WORK PRODUCT: COUNTY shall be the owner of and shall be entitled to possession of all work products of CONTRACTOR that result from this contract ("the work products"). In addition, if any of the work products contain intellectual property of CONTRACTOR that is or could be protected by federal law, CONTRACTOR hereby grants COUNTY a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use all such work products, including but not limited to databases, templates, file formats, scripts, links, procedures, materials, training manuals and other information, designs, plans or works provided or delivered to COUNTY or produced by CONTRACTOR under this contract.

12. NONDISCRIMINATION: CONTRACTOR shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

13. STATUTORY AND REGULATORY COMPLIANCE: CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this contract, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, as amended. In addition, CONTRACTOR expressly agrees to comply with Title VI of the CIVIL RIGHTS ACT of 1964 and comparable state and local laws. CONTRACTOR shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 659A.142, ORS 659A.145, ORS 659A.400 to ORS 659A.406 and all regulations and administrative rules established pursuant to those laws. Contractor certifies that it is not disqualified or debarred from entering into this contract under ORS 279B.130, 279C.440 and/or any applicable Federal compliance requirements in accordance with 2 CFR part 180.

If required by law or Union County, CONTRACTOR shall have or obtain pre-employment criminal record checks of staff hired to provide client services under this agreement.

14. EXTRA (CHANGED) WORK: Only the Planning Department Head may authorize extra (and/or changed) work. Failure of the CONTRACTOR to secure Department Head authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

CONTRACTOR further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by CONTRACTOR without the express and prior written authorization of the Planning Department Head.

15. CONFLICT OF INTEREST: CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The CONTRACTOR further covenants that in the performance of this contract it shall not employ any person having any such interest.

16. AUDIT: CONTRACTOR shall maintain records to assure conformance with the terms and conditions of this agreement, and to assure adequate performance and accurate expenditures within the contract period. CONTRACTOR agrees to permit Union County, the

State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of funds. CONTRACTOR shall notify COUNTY of any independent audit report of CONTRACTOR'S activities or finances prepared for CONTRACTOR and agrees to submit such reports to the County Administrator upon request.

17. NON APPROPRIATION: CONTRACTOR understands and agrees that COUNTY'S payment obligation under this agreement is contingent on COUNTY receiving appropriations, limitations, or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement.

18. GOVERNING LAW: This contract shall be governed and construed by the laws of the State of Oregon.

19. 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.

20. MERGER: This writing and the attached exhibits constitute the entire and final contract between the parties. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

DATED this _____ day of _____, 2026.

CONTRACTOR

UNION COUNTY, Board of Commissioners Chair

Date: _____

Date: _____

Reviewed as to form:

County Counsel