



REQUEST FOR PROPOSALS

CONTRACT CITY PLANNER

PLANNING/ADMINISTRATION

RFP Number: RFP-2026-01

Issue Date: March 6, 2026

Proposals Due: April 10, 2026 at 4:00 PM

Submit Proposals To: City of Carlton
Attn: Aimee Amerson, City Recorder
191 E. Main Street
Carlton, OR 97111
Email: aamerson@ci.carlton.or.us

Submit Questions To: Aimee Amerson, City Recorder
Phone: 503-852-7575
Email: aamerson@ci.carlton.or.us

THE CITY OF CARLTON

A MUNICIPAL CORPORATION OF THE STATE OF OREGON

1. NOTICE OF REQUEST FOR PROPOSALS

The City of Carlton ("City") is soliciting sealed proposals from qualified firms and/or individuals ("Proposers") to provide Contract City Planner services. Services are expected to include current and long-range planning and development review, preparation of staff reports and written findings, public noticing and hearing support for the Planning Commission and City Council, code administration and updates, and related community development planning services as described in Appendix A (Scope of Work). Proposers may also propose optional services (e.g., code compliance support, process improvement, long-range planning support, and other related services) as part of their proposal.

1.1 Procurement Method

Unless otherwise specified, the City anticipates conducting this procurement as a Competitive Sealed Proposal process under Oregon Public Contracting Code (ORS Chapter 279B) and applicable administrative rules.

1.2 Public Interest / Reservation of Rights

The City may waive any informalities or irregularities, reject any or all proposals, cancel the solicitation, or reissue the RFP when the City determines it is in the public interest to do so.

2. PROJECT BACKGROUND

The City of Carlton is a small municipal corporation in Yamhill County, Oregon. The City currently utilizes Council of Governments (COG) contract planning services and is issuing this RFP to evaluate other qualified professional planning service providers, service models, skill sets, and rates.

The City's contract City Planner will work closely with the City Manager, City Recorder, Planning Commission, City Council, and City staff, to support timely, consistent, and legally defensible land use decisions and a customer-service-oriented development review process.

The City is open to proposals structured as (1) a Professional Services Agreement (personal services contract) with a firm or individual and, for individuals, (2) a part-time employee arrangement. The City reserves the right to select the approach that best meets the City's needs and provides best value, consistent with applicable law and City policy.

3. OBJECTIVES

The City's objectives for this procurement include, at minimum:

- Obtain competitive proposals (rates, availability, and depth of expertise) for Contract City Planner services. The City estimates needing 40-60 hours monthly; however, makes no guarantees or warranties on a minimum amount of work.
- Support timely, consistent, and legally defensible land use decisions and a clear, predictable development review process.
- Provide effective, professional support to the Planning Commission and City Council, including public engagement and customer service.
- Offer flexible service options (e.g., hourly/on-call and/or retainer; optional project work; optional code compliance support) that can scale to workload.
- Improve internal processes, templates, and tracking to enhance transparency, responsiveness, and continuity for applicants and the public.

4. SCOPE OF WORK AND DELIVERABLES

Proposers shall provide all labor, materials, equipment, and expertise necessary to complete the work described in Appendix A (Scope of Work). The City may include optional tasks or alternates as identified in Appendix A.

4.1 Minimum Requirements

Minimum requirements include the following (pass/fail). Proposals should clearly demonstrate compliance:

- Assigned Lead Planner has a minimum of three (3) years of progressively responsible experience providing municipal land use planning services (development review and public hearing support) or an equivalent combination of education and experience.
- Demonstrated knowledge of Oregon land use planning and local government procedures (or demonstrated ability to quickly learn Oregon-specific requirements).
- Demonstrated ability to prepare clear, legally defensible staff reports, written findings, and conditions of approval for quasi-judicial decisions.
- Demonstrated attention to detail to meet noticing requirements, statutory timelines, and creation of a complete and well-organized decision record.
- Ability to attend required meetings (including evening public hearings) in person and provide site visits within the City as needed.
- Ability to provide consistent customer service and neutral, even-handed communication with applicants, neighbors, decision-makers, and staff.
- Capacity/coverage plan to ensure continuity during planned/unplanned absences.
- Ability to meet the City's minimum insurance requirements (including general liability and professional liability) or, if proposing a part-time employee option, ability to meet

any employment eligibility requirements.

Preferred qualifications (not mandatory) include:

- Experience providing municipal planning services in Oregon, including quasi-judicial hearings, findings, and appeals awareness.
- Experience with code design and updates, housing policy, and related community development disciplines (e.g., economic development, historic preservation, and/or code enforcement).
- Strong project management skills and ability to develop, document, and improve efficient and consistent review processes.
- Demonstrated contract management experience and ability to coordinate effectively with multiple partners/contractors.
- Excellent written and verbal communication skills, including public speaking and community engagement in a neutral staff role.
- Experience or willingness to pursue/maintain relevant legislative updates, certifications or training for work in sensitive environmental areas (e.g., wetlands and floodplain management), where applicable.
- Bachelor's degree with master's degree in city, regional, or urban planning and recent professional development.

4.2 Schedule and Milestones

Proposers shall propose an approach and schedule that meets the City's service needs. At a minimum, the City anticipates:

- Attendance and staff support for Planning Commission meetings (typically one evening meeting per month) and City Council meetings when planning items are scheduled (as requested).
- Timely preparation and delivery of staff reports, draft findings, and public hearing packets at least seven (7) workdays prior to scheduled hearings, unless otherwise approved by the City.
- Regular coordination with the City Manager and City Recorder, including status updates on active applications and upcoming hearings.
- Monthly activity report and application log (work performed, cases in process, key deadlines, and anticipated workload).
- As requested, preparation of an annual work program outlining recommended code updates, process improvements, and anticipated long-range planning work.

5. PROPOSAL SUBMISSION REQUIREMENTS

5.1 Submission Deadline and Delivery

Proposals must be received by the City at the location and by the deadline stated on the cover page. Late proposals will not be accepted. Maximum size for electronic submissions is 153.6 MB. Proposers are responsible for ensuring timely delivery.

5.2 Proposal Format and Organization

At a minimum, proposals should include the sections below:

- A. Transmittal Letter (signed by an authorized representative)
- B. Proposer Information and Key Contacts
- C. Qualifications and Relevant Experience (including references)
- D. Project Understanding and Approach / Work Plan
- E. Staffing Plan and Key Personnel (resumes as appendix)
- F. Cost Proposal / Fee Schedule (use Appendix F)
- G. Exceptions/Deviations to RFP Terms (if any)
- H. Required Forms / Certifications (see Appendices D, E, and G)
- I. Technical Writing Samples (minimum two; redacted as needed)
- J. Proposed Service Model and Availability (hours/month, meeting attendance, on-site/remote)

5.3 Page Limits

The proposal narrative (Sections A–G) should not exceed twenty-five (25) pages, excluding resumes, writing samples, and required forms/appendices.

5.4 Proposal Validity Period

Proposal pricing, terms, and conditions shall remain firm for at least one hundred twenty (120) days from the proposal due date.

5.5 Modification or Withdrawal of Proposal

A Proposer may modify or withdraw its proposal at any time prior to the proposal closing time by providing written notice to the City Contact identified on the cover page. Any modification must clearly state that it amends and supersedes the prior proposal. Withdrawn proposals may be resubmitted prior to the closing time, provided the resubmitted proposal fully conforms to this RFP.

5.6 Proposer Certifications and Acknowledgements

By submitting a proposal, the Proposer certifies that it has examined all RFP documents and addenda, understands the RFP intent, and can perform the work as described in the Scope of Work. The Proposer further certifies (unless otherwise stated in its proposal) that: (a) the proposal is based on the requirements of this RFP; (b) the Proposer will meet the City's minimum insurance requirements; and (c) the Proposer will comply with all applicable federal, state, and local laws, regulations, and ordinances.

6. PROCUREMENT SCHEDULE

The following schedule is anticipated. The City may modify this schedule by addendum.

Milestone	Date/Time
RFP Issued / Advertisement	March 6, 2026
Deadline for Questions	March 27, 2026 at 4:00 PM
Addenda Issuance Deadline (if any)	April 3, 2026
Proposals Due	April 10, 2026
Opening of Proposals (names only, if applicable)	April 14, 2026 at 1:00 PM
Interviews / Demonstrations (if any)	Week of April 20, 2026
Notice of Intent to Award	April 24, 2026
End of Protest Period	May 5, 2026
Estimated Contract Start Date	June 1, 2026

7. QUESTIONS, INTERPRETATIONS, AND ADDENDA

All questions must be submitted in writing to the City Contact identified on the cover page by the deadline listed in Section 6. If necessary, the City will issue addenda to all known prospective Proposers.

Each Proposer is responsible for obtaining all addenda prior to submitting a proposal and shall acknowledge receipt of each addendum in its proposal.

8. CHANGE REQUESTS AND RFP PROTESTS

8.1 Solicitation Protests / Change Requests

A prospective Proposer may protest the procurement process or solicitation document and request a change by submitting a written protest to the City Contact by the deadline listed in Section 6. Protests must include the information required by ORS 279B.405(4), including the grounds for protest and the requested remedy.

8.2 Award Protests

Protests of the City's Notice of Intent to Award must be submitted in accordance with ORS 279B.405 and any applicable City procurement rules. Before seeking judicial review, a Proposer must exhaust administrative remedies.

9. PROPOSAL OPENING AND PUBLIC RECORDS

9.1 Proposal Opening

If the City conducts a formal proposal opening, only the names of proposers will be disclosed at opening (consistent with ORS 279B.060(6)(a)).

9.2 Confidentiality and Public Records

All information submitted by a Proposer becomes the property of the City and is subject to the Oregon Public Records Law, except portions exempt from disclosure under Oregon law. If a Proposer claims an exemption, the Proposer must clearly mark each specific portion and provide the legal justification at the time of submission.

10. EVALUATION AND SELECTION

10.1 Pass/Fail Screening

The City may evaluate proposals first for responsiveness and mandatory requirements on a pass/fail basis.

10.2 Evaluation Criteria

Responsive proposals may be evaluated using the criteria and points in the matrix below (100 points total).

The City may request clarifications, conduct reference checks, interview finalists, and/or request a short work-sample exercise (e.g., review of a mock land use application and preparation of a brief staff memo and draft conditions) as part of the evaluation process.

Criterion	Points
Qualifications and Relevant Experience (Proposer and Key Personnel)	30
Project Understanding and Approach / Work Plan (service model, responsiveness, quality control)	25
Technical Writing Samples and Record/Process Capability	15
Cost / Value	20
References / Past Performance	10
TOTAL	100

10.3 Clarifications, Interviews, and Negotiations

The City may request clarifications, conduct reference checks, interview finalists, request best-and-final offers, and negotiate contract terms consistent with the procurement method and applicable law.

11. CONTRACT REQUIREMENTS AND TERMS

11.1 Contract Form and Term

A professional Services Agreement anticipated initial term is two (2) years with up to three (3) one-year renewal options, at the City's sole discretion. If the apparent successful Proposer is an individual, the City may, at its sole discretion, negotiate either a Professional Services Agreement or a part-time employment arrangement, consistent with applicable law and City policy.

11.2 Insurance and Indemnification

The apparent successful Proposer shall provide proof of insurance within fourteen (14) calendar days of the Notice of Intent to Award, unless otherwise approved by the City. Minimum insurance requirements are included in Appendix B.

11.3 Compliance with Laws; Nondiscrimination; Workers' Compensation

The selected Proposer must comply with all applicable federal, state, and local laws and regulations. The Proposer shall comply with Oregon workers' compensation law (ORS 656.017) and applicable nondiscrimination requirements.

11.4 Subcontractors

Subcontractors are permitted only with the City's prior written approval. The Proposer shall remain responsible for all work performed by subcontractors and shall ensure all subcontractors comply with the applicable requirements of this RFP, including insurance, nondiscrimination, and confidentiality/public records obligations.

11.5 Costs of Proposal

All costs incurred in the preparation and submission of a proposal are the responsibility of the Proposer.

12. APPENDICES

Appendix A – Scope of Work

Appendix B – Minimum Insurance Requirements

Appendix C – Sample Professional Services Agreement

Appendix D – Proposer Signature Page

Appendix E – Certifications (nondiscrimination, tax compliance, conflicts, etc.)

Appendix F – Cost Proposal Form

Appendix G – References Form

Appendix H – Proposal Checklist

Appendix I – Addenda Acknowledgement

APPENDIX A – SCOPE OF WORK

The Scope of Work below describes the City's anticipated needs. Proposers may recommend refinements, provided the core services are met. The City anticipates a mix of on-call hourly services and/or a monthly retainer for core services, with optional task authorizations for special projects.

A.1 General Requirements and Service Model

The Proposer shall function as the City's contract City Planner and primary technical resource for land use planning and development review. The Proposer shall:

- Assign a Lead Planner who serves as the single point of contact for day-to-day planning matters, with identified backup coverage to ensure continuity.
- Operate with a neutral, even-handed approach and provide professional guidance to applicants, neighbors, decision-makers, and City staff.
- Maintain strong attention to detail to ensure compliance with noticing requirements, statutory timelines, and development criteria; and to create a complete and well-organized record for each decision.
- Use or develop clear templates, checklists, and standardized processes to promote predictable and consistent customer service.
- Coordinate effectively with City staff and with other contracted service providers (e.g., City Attorney, City Engineer, County building services, special district reviewers, and consultants).

A.2 Core City Planner Services (Base Scope)

The Proposer shall provide the following core services:

1) Customer Assistance and Pre-Application Support

- Respond to planning-related inquiries from the public, applicants, and City staff.
- Provide pre-application meetings and written follow-up summaries when appropriate.
- Provide code interpretation guidance and identify applicable review paths and criteria.

2) Development Review / Current Planning

- Assist with application intake, completeness review, and timeline management consistent with City procedures and applicable state requirements.
- Review land use applications for compliance with the City's Comprehensive Plan and Development Code and coordinate internal/external review comments.
- Prepare staff reports with analysis, recommended conditions of approval, and clear decision criteria references.
- Draft written findings and decision documents for quasi-judicial decisions and prepare decision notices.
- Support post-decision processing, including final orders, conditions tracking guidance, and administrative support for appeals as requested.

3) Public Notice, Hearings, and Decision-Maker Support

- Prepare public hearing materials and coordinate noticing requirements (mailing/posting/publishing) in coordination with City staff.
- Attend and present at Planning Commission meetings and other meetings as requested; provide neutral information and respond to questions/testimony.
- Support decision-makers with clear options and defensible findings/conditions while avoiding ex-parte issues and maintaining procedural fairness.

4) Code Administration and Maintenance

- Provide written or email-based code interpretations when needed to support consistent administration.
- Identify code ambiguities or process gaps and recommend clarifying amendments, updated checklists, and/or improvements.
- Provide an annual code and process "cleanup" memo identifying recommended minor amendments and implementation steps.

5) Interagency Coordination and Contract Management Support

- Coordinate development review with partner agencies and contracted service providers as needed.
- When requested, support the City with management/oversight of planning-related consultant scopes, deliverables, and schedules.

A.3 Long-Range Planning and Special Projects (As-Requested)

At the City's request and subject to task authorization, the Proposer may provide long-range planning and implementation support, such as:

- Comprehensive Plan and Development Code amendments (draft code, findings, adoption packages, and hearing support).
- Implementation planning (e.g., transportation, housing, economic development, historic preservation, or other City priorities).
- Grant and funding support related to planning initiatives (research, application narratives, and compliance reporting).
- Development of public-facing guides, application checklists, and process maps to improve customer experience and transparency.
- Educating and informing staff, City Council, planning commission and public on current best practices around growth and development including transportation, infrastructure, public spaces and housing.

A.4 Optional/Alternate Services

Proposers are encouraged to identify additional skill sets and optional services that could provide value to the City. Optional services may include:

- Ability to provide expanded service capacity by supporting additional nearby municipal jurisdictions, allowing the proposer to maintain a greater monthly hour allocation that benefits service continuity and responsiveness for both cities.
- Code compliance / nuisance case support (complaint intake triage, site visits, documentation, voluntary compliance agreements, notice letters, and coordination of escalations consistent with City process).
- Permit technician / development services coordination (application tracking dashboards, routing, and customer status updates).
- Historic preservation support (if applicable), including review support, code updates, and coordination with relevant partners.
- Economic development or urban renewal support (if applicable), including land use readiness strategies and coordination with City leadership.
- Support for floodplain/wetlands/sensitive lands coordination, including relevant certifications or demonstrated experience (preferred where applicable).
- Implementation of or support for permit tracking software

A.5 Deliverables and Service Level Standards

The City expects professional, timely, and predictable service. Proposers shall describe how they will meet or improve upon the following service standards:

- Responsiveness: acknowledge planning inquiries within one (1) business day and provide an estimated timeframe for substantive response.
- Hearing readiness: provide staff reports, draft findings, and recommended conditions in sufficient time for packet assembly (target: at least seven (7) workdays days prior to hearing).
- Timeline management: maintain a tracking log of active applications and key deadlines; communicate schedule risks early.
- Record integrity: maintain well-organized electronic files for each land use case, including the complete decision record and final decision documents.
- Quality control: use a review/check process to reduce errors and ensure consistency in interpretation and conditions.

A.6 Reporting and Coordination

At a minimum, the Proposer shall provide:

- Monthly activity report summarizing work performed, open cases and status, upcoming hearings, and anticipated workload.
- Regular coordination with the City Manager and City Recorder (frequency proposed by Proposer).
- Advance notice of planned absences and identification of backup coverage.

A.7 City Responsibilities

The City will provide:

- Primary staff contact(s) for coordination and administrative support (e.g., meeting scheduling, packet distribution, public noticing logistics as assigned).
- Access to adopted plans and codes, prior land use decisions, and applicable City records.
- City Attorney support for legal review and representation, as needed and authorized by the City.

A.8 Task Authorization and Not-to-Exceed Budget

The City anticipates authorizing work through a not-to-exceed agreement (annual or contract-term) with defined task authorizations for special projects. Proposers should recommend a service structure (retainer and/or hourly) that provides predictable coverage while allowing flexibility to scale with workload.

APPENDIX B – MINIMUM INSURANCE REQUIREMENTS

The apparent successful Proposer shall provide proof of insurance meeting the City's minimum requirements prior to contract execution. Unless modified by the City in the final agreement, minimum coverages are anticipated to include:

- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate (or as required by the City).
- Automobile Liability (if applicable): \$1,000,000 combined single limit.
- Workers' Compensation: as required by Oregon law (ORS 656).
- Employers' Liability: \$1,000,000 each accident.
- Professional Liability (Errors & Omissions): \$500,000 per claim / \$500,000 aggregate.
- Additional insured endorsements naming the City of Carlton, its officers, agents, and employees as additional insured on General Liability, as required by the City.
- Certificates/endorsements shall provide that coverage will not be canceled or materially changed without prior notice to the City.

APPENDIX C – SAMPLE PROFESSIONAL SERVICES AGREEMENT

The City intends to use its standard Professional Services Agreement (PSA). The PSA will include, at minimum, scope, compensation, term, insurance, indemnification, public records, confidentiality, and termination provisions. The City may negotiate final contract terms with the apparent successful Proposer. For individual proposers, the City may alternatively pursue a part-time employment arrangement at the City's discretion.

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the City of Carlton (the "City"), an Oregon municipal corporation, and _____ (the "Contractor").

RECITALS

WHEREAS, the City has a need for professional services related to _____; and

WHEREAS, the City has determined that Contractor has the training, ability, knowledge, and experience to perform the services described in this Agreement; and

WHEREAS, the City desires to engage Contractor, and Contractor desires to provide services, under the terms and conditions set forth below.

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

AGREEMENT

1. Engagement

City hereby engages Contractor to provide the professional services described in Exhibit A (the "Services"), and Contractor accepts such engagement. The City's project manager/primary contact is: _____.

2. Scope of Work

Contractor shall perform the Services in accordance with Exhibit A, which is incorporated into this Agreement by this reference. Changes to the scope, schedule, or deliverables must be documented in a written amendment or change order signed by both parties.

3. Term

This Agreement shall commence on the Effective Date (the date of the last signature) and shall continue through _____, unless terminated earlier in accordance with Section 12 (Termination).

4. Compensation

The total compensation under this Agreement shall be [lump sum / not-to-exceed] \$_____. Compensation and pricing details are set forth in Exhibit A. The City is not obligated to pay any amount in excess of the not-to-exceed amount without a written amendment executed by both parties.

5. Payment

Contractor shall invoice the City [monthly / upon milestones / upon completion] and shall maintain reasonable records of work performed. Unless otherwise specified in Exhibit A, the City will pay undisputed amounts within thirty (30) days of receipt of a proper invoice. The City shall notify Contractor of any disputed amount within fifteen (15) days, provide reasons for the dispute, and promptly pay any undisputed amount. The City may withhold payment if Contractor fails to comply with this Agreement.

6. Independent Contractor Status

Contractor is engaged as an independent contractor and not as an employee of the City. Contractor is responsible for all taxes, withholdings, insurance, and other obligations, including workers' compensation coverage for Contractor's employees as required by Oregon law. Contractor shall not be entitled to any benefits provided by the City to City employees.

7. Budget Appropriation

Any provision of this Agreement that is held to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The City's obligation to make payments under this Agreement is conditioned upon appropriation of funds pursuant to ORS 294.305 through 294.565.

8. Ownership of Work Product

Upon acceptance of the Services and payment for such Services by the City, all finished work product produced by Contractor and delivered to the City under this Agreement shall become the property of the City. Any reuse or alteration of work product, except as contemplated by this Agreement, shall be at the City's sole risk.

9. Notices

Routine communications between the parties are encouraged by email. Formal notices required under this Agreement shall be in writing and may be delivered personally, by certified mail, or by email (with confirmation of receipt), to the addresses below (or such other address as a party may later designate in writing):

CITY:

City Manager

City of Carlton

191 E. Main Street

Carlton, OR 97111

Email: _____

CONTRACTOR:

Email: _____

10. Standard of Care

Contractor shall perform the Services in a diligent, professional, and timely manner consistent with the standards of care ordinarily exercised by members of the profession practicing under similar conditions.

11. Insurance

Contractor shall maintain insurance in full force and effect for the term of this Agreement as specified in Attachment B (Insurance Requirements). All policies shall provide at least thirty (30) days' prior written notice to the City before cancellation or reduction in coverage. Contractor shall provide certificates of insurance and required endorsements to the City prior to commencing Services and upon request thereafter.

12. Termination

Either party may terminate this Agreement upon fifteen (15) days' written notice if: (a) the other party fails to substantially perform in accordance with this Agreement; or (b) the City, in its sole discretion, decides to abandon the project or discontinue further services. Upon termination, Contractor shall be compensated only for Services actually performed and accepted through the effective date of termination, subject to the not-to-exceed amount and invoice documentation.

13. Indemnification

Contractor and Contractor's officers, employees, agents, and subcontractors are not agents of the City as those terms are used in ORS 30.265. Contractor shall defend, indemnify, and hold harmless the City and its officers, employees, elected officials, volunteers, and agents from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to the negligent acts or omissions, willful misconduct, or other wrongful acts of Contractor or Contractor's officers, employees, agents, or subcontractors in the performance of this Agreement. Contractor shall not be responsible for claims caused by the negligence or wrongful acts or omissions of the City or the City's officers, employees, or agents.

14. Compliance with Law; Nondiscrimination; Workers' Compensation

Contractor shall comply with all applicable federal, state, and local statutes, ordinances, administrative rules, regulations, and other legal requirements in performance of this Agreement. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws. Contractor is a subject employer under Oregon workers' compensation law and shall comply with ORS 656.017.

15. Subcontractors and Assignment

Contractor shall not assign this Agreement or subcontract any portion of the Services without the prior written consent of the City. Contractor remains responsible for the performance of all Services and the acts and omissions of its subcontractors.

16. Confidentiality

Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement, and shall take reasonable measures to prevent unauthorized disclosure. This obligation shall survive termination of the Agreement.

17. Publicity

Contractor shall not use the City's name, data, or representations of the City in advertising or other promotional materials without the prior written authorization of the City.

18. Dispute Resolution

The parties agree to attempt to resolve disputes through good-faith negotiations. If a dispute cannot be resolved, either party may request mediation before commencing litigation. Mediation shall occur in Carlton, Oregon unless the parties agree otherwise in writing. Nothing herein prevents a party from seeking injunctive relief.

19. Default

A party will be in default if it fails to comply with any provision of this Agreement within [ten (10)] days after receiving written notice specifying the breach, unless the breach cannot reasonably be cured within that period and the party begins curative action within the period and proceeds diligently. If a default occurs, the non-defaulting party may terminate this Agreement and pursue any remedies available under Oregon law.

20. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Oregon. Venue for any litigation arising under this Agreement shall be in the Circuit Court for Yamhill County, Oregon.

21. Attorney Fees

In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

22. Entire Agreement; Severability; Modification

This Agreement, including Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. If any provision is held invalid, the remaining provisions shall remain in full force and effect. Any modification must be in writing and signed by both parties.

OPTIONAL CLAUSES (INCLUDE AS APPLICABLE)

A. Consequential Damages

Neither party shall be liable to the other for consequential damages, including loss of use or loss of profits, arising from this Agreement, regardless of the theory of liability.

B. Conflict of Interest Acknowledgment

Contractor shall disclose any actual or potential conflicts of interest related to the Services and agrees to perform the Services in the best interests of the City, consistent with applicable professional standards.

C. Records and Audit

Contractor shall maintain records related to the Services and make such records available to the City upon request for a period of [two (2)] years following termination, as applicable to the nature of the Services and funding source.

SIGNATURES

IN WITNESS WHEREOF, the City has caused this Agreement to be executed by its duly authorized representative, and Contractor has executed this Agreement as of the Effective Date.

CITY OF CARLTON, OREGON

By: _____

Name: _____

Its: City Manager

Date: _____

CONTRACTOR

By: _____

Name: _____

Its: _____

Date: _____

Attest: _____ City Recorder

Approved as to form: _____ City Attorney (optional)

EXHIBIT A – SCOPE OF WORK AND COMPENSATION (TEMPLATE)

Project Title: _____

Project Location (if applicable): _____

Services and Deliverables (describe in detail):

- Task 1: _____
- Task 2: _____
- Task 3: _____
- Deliverables: _____
- Schedule/Milestones: _____

Compensation:

- [Lump sum / Not-to-exceed] \$ _____
- Billing schedule: _____
- Rates (if applicable): _____

APPENDIX D – PROPOSER SIGNATURE PAGE

Legal Name of Proposer:

Address:

**Authorized
Representative:**

Title:

Phone / Email:

Signature / Date:

APPENDIX E – CERTIFICATIONS AND DISCLOSURES

By submitting a proposal, the Proposer certifies and acknowledges the following (and will provide additional documentation upon request):

- The Proposer is not in violation of any Oregon tax laws and is eligible to contract with the City.
- The Proposer is in compliance with Oregon workers' compensation requirements (ORS 656.017), as applicable.
- The Proposer will comply with all applicable federal, state, and local laws, including nondiscrimination requirements.
- The Proposer discloses any actual or potential conflicts of interest, including representation of clients with active or reasonably anticipated land use matters within the City of Carlton.
- The Proposer acknowledges proposals are subject to Oregon Public Records Law, and any claimed exemptions must be clearly identified and legally justified at the time of submission.
- The Proposer certifies that the proposal is made without collusion and that the Proposer has not offered or given any gift or consideration to influence this procurement.

APPENDIX F – COST PROPOSAL FORM

Complete this Cost Proposal Form. Provide all rates that may apply and clearly identify any assumptions. Rates shall be inclusive of all overhead and administrative costs unless otherwise stated.

F.1 Proposed Service Model (check all that apply):

- ☐ Professional Services Agreement (personal services contract) – Firm or Individual
- ☐ Part-Time Employee Option (individuals only; subject to City discretion) – Proposed hourly wage: \$_____
- ☐ Either model is acceptable

F.2 Hourly Rates (Professional Services Agreement)

Staff Classification	Name(s) Assigned	Standard Hourly Rate	Meeting/Evening Rate (if different)	Notes (e.g., travel policy)
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Principal/Lead
Planner

Associate Planner

Planner/Project
Manager

Planning
Technician/Permit
Support

Administrative
Support

F.3 Monthly Retainer Option (if proposed)

Monthly retainer amount: \$_____ | Hours included per month: _____ | Meetings included: _____

Hourly rate(s) for work beyond retainer: _____

F.4 Optional/Alternate Services Pricing

Optional Service	Proposed Rate Structure (hourly / fixed / unit)	Not-to-Exceed (if proposed)	Notes/Assumptions
Code compliance / nuisance case support			
Development process improvement (templates, checklists, tracking)			
Code amendments (minor)			
Code amendments (major update project support)			
Grant support / implementation planning			
Other (describe): _____			

F.5 Reimbursable Expenses

Identify any reimbursable expenses (if any), such as mileage, printing, postage, or meeting materials. If none, state "No reimbursable expenses."

APPENDIX G – REFERENCES FORM

Provide at least three (3) references for similar municipal planning services performed within the past five (5) years. The City may contact references.

Client/Jurisdiction	Primary Contact	Title	Phone	Email	Description of Services / Dates
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APPENDIX H – PROPOSAL CHECKLIST

The City will use this checklist to confirm responsiveness:

✓

Requirement

Transmittal letter signed by authorized representative

Proposal received by deadline and at correct delivery location

All required sections included (qualifications, approach, staffing, cost)

Acknowledgement of all addenda

Completed certifications and forms

Cost proposal submitted in required format

Resumes for key personnel included (as appendix).

At least two (2) technical writing samples included (e.g., staff reports/findings; redacted as needed).

Completed Appendix G – References Form (minimum three references).

Completed Appendix F – Cost Proposal Form (including proposed service model).

APPENDIX I – ADDENDA ACKNOWLEDGEMENT (if issued)

List all addenda received and acknowledged. Proposers must acknowledge all addenda to be considered responsive.

Addendum No.

Date Issued

Proposer Initials