

**REGIONAL RURAL REVITALIZATION (R3) STRATEGIES CONSORTIUM
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “Agreement”) is made and entered into on September 18, 2023 (the “Effective Date”) between the Regional Rural Revitalization (R3) Strategies Consortium, an Oregon intergovernmental entity, whose address is 242 S Broadway, Burns, Oregon 97720 (“Consortium”), and Catalyst Public Policy Advisors, LLC, an Oregon Limited Liability Company, whose address is 205 Valley View Drive, John Day, OR 97845 (“Contractor”).

RECITALS:

Consortium desires to retain Contractor to perform certain services, including, without limitation, Managing Director Services (the “Program”). Contractor is willing to perform these professional services for and concerning the Program subject to and in accordance with the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, based on the foregoing and in consideration of the parties’ mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Funds Available and Authorized. Consortium has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement.
2. Contractor Services.

2.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following services concerning the Program for and on behalf of Consortium (collectively, the “Services”): (a) those certain services described on the scope of services attached hereto as Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services described on the attached Schedule 1.1; and (c) such other related services requested by Consortium’s board of directors from time to time. Contractor will (v) consult with and advise Consortium on all matters concerning the Services reasonably requested by Consortium, (w) communicate all matters and information concerning the Services to Consortium’s board of directors, and perform the Services under the general direction of Consortium’s board of directors, (x) devote such time and attention to the performance of the Services as Consortium deems necessary or appropriate, (y) share all Project information with, and fully cooperate with, all corporations, firms, contractors, governmental entities, and persons involved in or associated with the Project, and (z) use its best efforts and due diligence to perform the Services and will provide such personnel as are necessary to successfully provide the Services. All Contractor personnel shall be properly trained and fully licensed to undertake any activities pursuant to this Agreement, and Contractor shall have all requisite permits, licenses and other authorizations necessary to provide the Services. Contractor acknowledges and agrees that Consortium may cause or direct other persons or contractors to provide services for and on behalf of Consortium that are the same or similar to the Services provided by Contractor under this Agreement. All provisions and covenants contained in said Schedule are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth. Any conflict between this Agreement and Schedule 1.1 shall be resolved first in favor of this written Agreement. No information, news, or press releases related to the Project shall be made to representatives of newspapers,

magazines, television and radio stations, or any other news medium without the prior written authorization of Consortium's Project Manager.

2.2 Schedule; Condition Precedent. The Services will be completed expeditiously, in a timely manner. Notwithstanding anything contained in this Agreement to the contrary, Consortium's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations identified under Section 4.4. Consortium has relied on the representations, warranties, and covenants contained in Contractor's Proposal when selecting Contractor to perform the Services. Contractor represents, warrants, and covenants to Consortium that the representations, warranties, and covenants contained in the Proposal are true and correct in all respects.

2.3 Project Managers. Consortium's Project Manager is Heather Smith. Contractor's Project Manager is Nick Green. Each party shall give written notice to the other of any change in their respective Project Manager.

3. Compensation.

3.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, Consortium will pay Contractor as identified in the fee schedule attached as Schedule 2.1, subject to any not-to-exceed amounts or other limits. Contractor will submit monthly invoices to Consortium concerning the Services performed by Contractor during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by Consortium. Consortium will pay the undisputed amount due under each Invoice within thirty (30) days after Consortium has reviewed and approved the Invoice. No compensation will be paid by Consortium for any portion of the Services not performed. Consortium's payment will be accepted by Contractor as full compensation for performing the Services.

3.2 No Benefits; No Reimbursement. Consortium will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. Consortium will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3.3 Payment of Claims by Consortium. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Consortium by a subcontractor or by any person in connection with this Agreement as the claim becomes due, the Consortium may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to Contractor pursuant to this Agreement. The Consortium's payment of a claim under this Section shall not relieve Contractor or Contractor's surety, if any, from responsibility for those claims.

4. Relationship.

4.1 Independent Contractor. Contractor is an independent contractor of Consortium and shall be entitled to no compensation other than the compensation expressly provided by this

Agreement. Contractor is not an employee of Consortium. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of Consortium to specify the desired results. This Agreement does not create an agency relationship between Consortium and Contractor and does not establish a joint venture or partnership between Consortium and Contractor. Contractor does not have the authority to bind Consortium or represent to any person that Contractor is an agent of Consortium. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons). Contractor hereby expressly acknowledges and agrees that as an independent contractor, Contractor is not entitled to indemnification by Consortium or the provision of a defense by Consortium under the terms of ORS 30.285. This acknowledgment by Contractor shall not affect his/her independent ability (or the ability of his/her insurer) to assert the monetary limitations found at ORS 30.269 to ORS 30.273, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

4.2 Taxes; Licenses. Consortium will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

4.3 Contractor Identification. Contractor shall furnish to Consortium Contractor's employer identification number, as designated by the Internal Revenue Service, or, if the Internal Revenue Service has designated no employer identification number, Contractor's Social Security number.

4.4 Subcontractors and Assignment. Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the Consortium. Consortium, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions this agreement as well as applicable OSHA regulations and requirements. If Consortium provides approval for a subcontract, Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval of any subcontractor by the Consortium, nor anything contained herein, shall be deemed to create any contractual relationship between the subcontractor and the Consortium.

4.4.1 Approved Subcontractors. Subject to the requirements of this Agreement, including but not limited to this section 4.4, Contractor is authorized to use the following subcontractors: (a) ECONorthwest (Bob Parker and Nicole Underwood); (b) Oregon iSector (Greg Wolf); (c) GEODC (Tory Stinnett); (d) AEWV Innovations, LLC (Aaron Lieuallen); (e) Geobility, LLC (Doug Green); (f) Wayne Semon Custom Homes, Inc. (Wayne Semon); and (g) Doug Robbins Consulting (Doug Robbins). Such approved subcontractors shall be billed at the hourly rates set forth in Schedule 2.1.

5. Representations; Warranties; Covenants.

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

5.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and

deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, or (c) require the consent, authorization, or approval of any other person besides the Contractor, including, without limitation, any governmental body.

5.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, utilizing its best efforts and in a professional manner, free from errors and/or deficiencies, and consistent with the terms and conditions contained in this Agreement. The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws. Contractor shall perform such additional work as may be necessary to correct errors in any work required under this Agreement without undue delays and without additional cost to Consortium.

5.3 Duty to Inform. Contractor shall give prompt written notice to Consortium's Project Manager if, at any time during the performance of this Agreement, Contractor becomes aware of actual or potential problems, faults or defects in the Project, any nonconformity with the Agreement, or with any Laws, or has any objection to any decision or order made by Consortium. Any delay or failure on the part of Consortium to provide a written response to Contractor shall constitute neither agreement with nor acquiescence in Contractor's statement or claim and shall not constitute a waiver of any of Consortium's rights.

5.4 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 combined single limit, \$2,000,000 annual aggregate; (c) professional liability insurance (errors and omissions insurance) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to Consortium, will list Consortium and each Consortium Representative (as defined below) as an additional insured (except for Contractor's professional liability insurance policy), and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of Consortium. The insurance Contractor is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to Consortium. Contractor's insurance will be primary and any insurance carried by Consortium will be excess and noncontributing. Contractor will furnish Consortium with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement within ten (10) days of Contractor's execution of this Agreement and at any other time requested by Consortium. If Contractor fails to maintain the insurance required under this Agreement,

Consortium will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon Consortium's demand.

5.5 Indemnification. To the fullest extent permitted by the Laws, Contractor acknowledges responsibility for any and all liability arising out of the performance of this Agreement and will defend, indemnify, and hold Consortium, and each present and future Consortium officer, employee, agent, volunteer, elected official, appointed official, and representative (collectively, "Consortium's Representatives"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) Contractor (and/or Contractor's directors, officers, shareholders, members, managers, partners, employees, agents, representatives, and/or contractors) acts, omissions, activities or services in the course of any Indemnifying Party's performance of the Services; (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 5.5 will survive the termination of this Agreement.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement (collectively, the "Deliverables") to Consortium upon the earlier of Consortium's request or termination of this Agreement. All copies of the materials provided to Consortium will become the property of Consortium who may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or completion of the Services; provided, however, any Consortium modification and/or use of the Deliverables for any non-Program related purpose will be at Consortium's risk and expense. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against Consortium) and Contractor will be liable to Consortium for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Intellectual Property. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Agreement and any generated work product shall vest in Consortium. Contractor shall execute any assignment or other documents necessary to effect this section. Contractor may retain a nonexclusive right to use any intellectual property that is subject to this paragraph. Contractor shall transfer to Consortium any data or other tangible property generated by Contractor under this Agreement and necessary for the beneficial use of intellectual property covered by this section.

5.8 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of three (3) years after termination of this Agreement and all other related pending matters are closed. Contractor's records will be maintained in accordance with sound accounting practices. Contractor will provide, and cause its subcontractors to provide, Consortium, the State of Oregon, the federal government and/or any of their duly authorized representatives access to any Contractor books, documents, papers, and/or records which are pertinent to this Agreement and/or the Services.

5.9 Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest

confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that Contractor may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Contractor promptly notifies the board of directors of the order and complies with any applicable protective or similar order. Contractor will promptly notify the Consortium of any unauthorized use, communication, and/or disclosure of any Confidential Information and will assist Consortium in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and will exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of Consortium's request or termination of this Agreement, Contractor will immediately return to Consortium all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. If requested by Consortium, Contractor will execute a written certification satisfactory to Consortium pursuant to which Contractor will represent and warrant that Contractor has returned all Confidential Information to Consortium in accordance with the terms of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Agreement do not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and/or materials identified by Consortium as confidential and/or any documentation, information, and/or materials relating to or concerning Consortium's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or accessed by Contractor; provided, however, the term "Confidential Information" does not include Consortium's public records which are non-exempt public records under applicable federal, state, and/or local laws.

6. Term; Termination.

6.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until Contractor's completion of the Services, unless sooner terminated or extended as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of Consortium and Contractor, and/or (b) Consortium may terminate this Agreement for convenience and without cause by giving thirty (30) days' prior written notice of such termination to Contractor. Upon receipt of the notice of termination, except as explicitly directed by Consortium, Contractor must immediately discontinue performing any Services.

6.2 Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, Consortium may terminate all or part of this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor fails to perform the Services within the time specified in this Agreement or by Consortium approved extension; (b) Contractor engages in any form of dishonesty or conduct that reflects adversely on the reputation or operations of Consortium; (c) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with Consortium; (d) Contractor commences or is otherwise involved in bankruptcy, insolvency, dissolution, merger, or acquisition proceedings, (e) problems occur in connection with the performance of the Services; (f) Consortium reasonably believes that any Contractor acts or omissions in connection with this Agreement have placed, or are likely to place, a

Consortium agent, officer, elected official, employee, contractor, or volunteer, a member of the public, or a Contractor agent, employee, or subcontractor in physical danger or the threat of harm, (g) Contractor becomes involved with litigation or any dispute resolution which may reasonably be expected to materially adversely affect Contractor's ability to perform the Services, and/or (h) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by Consortium in Consortium's sole discretion.

6.3 Pending a decision to terminate all or part of this Agreement, Consortium unilaterally may order Contractor to suspend all or part of the services under this Agreement. If Consortium suspends certain services under this Agreement and later orders Contractor to resume those services, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

6.4 Consequences of Termination. Upon termination of all or part of this Agreement, Consortium will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Notwithstanding anything contained in this Agreement to the contrary, termination of this Agreement by Consortium will not constitute a waiver or termination of any rights, claims, and/or causes of action Consortium may have against Contractor. Within a reasonable period of time after termination of this Agreement (but in no event later than five (5) days after termination), Contractor will deliver to Consortium all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Consortium agrees to make just and equitable compensation to Contractor for satisfactory Services completed up through the date that the termination notice is delivered to Contractor. Compensation will not include anticipated profit on non-performed Services. Consortium agrees to hold Contractor harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

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

7. Public Contracting Legally Required Terms.

7.1 Payment for Labor or Material. Contractor shall make payment promptly, as due, to all persons supplying to Contractor labor or material for the prosecution of the work provided for in this Agreement. (ORS 279B.220)

7.2 Contributions to the Industrial Accident Fund. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from Contractor incurred in the performance of this Agreement, and shall ensure that all subcontractors pay those amounts due from the subcontractors. (ORS 279B.220)

7.3 No Liens or Claims. Contractor shall not permit any lien or claim to be filed or prosecuted against the State or Oregon or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. (ORS 279B.220)

7.4 Income Tax Withholding. Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (ORS 279B.220)

7.5 Hours of Labor; Compliance with Pay Equity Provisions; Employee Discussions of Rate of Pay or Benefits.

7.5.1 Contractor shall pay employees for overtime work performed under the terms of this Agreement in accordance with ORS 653.010 to ORS 653.261 and the Fair labor standards Act of 1938. 29 USC §§ 201 et. seq.; ORS 279B.235(3)

7.5.2 Contractor shall pay employees at least time and a half pay for work the employees perform under the Agreement on the legal holidays specified in any collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time the employee works in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

7.5.3 Contractor shall notify in writing employees who work on the Agreement, either at the time of hire or before work begins on Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

7.6 Workers' Compensation. Contractor is a subject employer that will comply with ORS 656.017. Contractor warrants that all persons engaged in contract work and subject to the Oregon Workers' Compensation law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Contractor shall indemnify Consortium for any liability incurred by Consortium as a result of Contractor's breach of the warranty under this Paragraph. (ORS 279B.230)

7.7 Medical Care for Employees. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and/or hospital care services or other needed care and attention incident to the sickness or injury of Contractor's employee(s), of all sums which Contractor agrees to pay for such services and all monies and sums which Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. (ORS 279B.230)

7.8 Compliance with Applicable Law. Contractor shall comply with all federal, state, and local laws, regulations, restrictions, orders, codes, rules, handbooks, and ordinances, including, without limitation, all applicable Consortium ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines and the provisions of ORS 279.312, 279.314, 279.316, 279.320 and 279.555, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated (the "Law(s)"). Without limiting the generality of the foregoing, Contractor expressly agrees to comply with:

7.8.1 Title VI of the Civil Rights Act of 1964;

7.8.2 Section V of the Rehabilitation Act of 1973;

7.8.3 The Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and

7.8.4 All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

7.9 Foreign Contractor. If Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Agreement. Contractor shall demonstrate its legal capacity to perform these services in the state of Oregon prior to entering into this Agreement.

7.10 Salvaging, Recycling, Composting or Mulching Yard Waste Material. If the Services or Project under this Agreement contemplate lawn or landscape maintenance, Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective. ORS 278B.225

8. Miscellaneous.

8.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without Consortium's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

8.2 Attorney Fees; Dispute Resolution. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), Consortium and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement. Any litigation arising under or as a result of this Agreement shall be tried to the court without a jury. Each party agrees to be responsible for payment of its own professional fees, including attorneys' fees in both mediation and litigation.

8.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Harney County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Harney County, Oregon.

8.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

8.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by Consortium and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

8.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. Each party agrees that this Agreement may be electronically signed, and that any electronic signature appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

CONSORTIUM

Regional Rural Revitalization (R3)
Strategies Consortium
an Oregon intergovernmental Entity


Heather L. Smith (Oct 16, 2023 16:31 PDT)
By: Heather Smith
Its: Chair, Project Manager

CONTRACTOR:

Catalyst Public Policy Advisors
an Oregon Limited Liability Corporation


By: Nicholas Green
Its: President, Member

Schedule 1.1
Scope of Services

In addition to all other services identified under this Agreement, Contractor will timely perform the following management and related services concerning or related to the Program:

Task 1: Consortium Operations, Administration, and Management

Contractor will assist R3 with its daily operations, administration, and management activities to ensure the Consortium's work complies with its intergovernmental agreement, bylaws, local, state, and federal statutes, and the terms of its grant agreements.

1.A. Grant Administration. Contractor will ensure each of the requirements of the Consortium's grant agreements are met, including preparing budgets, contracts, and deals in a format that meets Oregon's auditing and reporting requirements in compliance with these regulations. We will provide periodic reports as specified in the grant agreement and Consortium's contract for services.

1.B. Managing Director Services. Through the Managing Director and Deputy Managing Director, Contractor will provide managing director services to the Board as specified in its intergovernmental agreement. These services include the following items:

- 1) Operate, maintain, and lead the operations of Consortium, providing guidance, advice, and necessary background to the Board.
- 2) Plan for and direct all Board and Consortium advisory council meetings.
- 3) Facilitate day-to-day administrative operations of Consortium and make decisions in compliance with adopted policies and procedures.
- 4) Work with Consortium's auditor, accountant, attorney, and the Board to ensure Consortium's compliance with all applicable laws and guidelines associated with operation of public agency.
- 5) In collaboration with Consortium's auditor, accountant, attorney, and the Board, ensure Consortium's compliance with all applicable laws and guidelines associated with grant programs that the Board pursues.
- 6) Present regular, detailed oral and/or written reports to the Board.
- 7) Assist Consortium's accountant in drafting monthly statements to the Board, describing in detail the accounting work performed during the prior month. This includes the name of the person(s) who performed each function, who authorized the work performed, the date the work was performed, the time required to perform the function, the hourly or other contracted rate for performance of the function, the charge for such function, all reimbursable expense incurred by Consortium during the time period attaching proof of such expenses, the total amount payable, and the total amount of charges and expenses charged to Consortium during the fiscal year.
- 8) As requested and/or when necessary, provide updates directly to the Board of each founding entity and other boards or councils relevant to the application or execution of grant programs.
- 9) As necessary, coordinate and prepare press releases and letters of support for Consortium.
- 10) Maintain relationships with relevant grant decisionmakers throughout the state, building a "brand" for Consortium and advocating on its behalf.

1.C. Day-to-Day Operations and Reporting. Contractor will work with the Board to devise an efficient approach to sustain daily operations. This may include but is not limited to developing standard operating procedures for financial administration, public engagement, preparing Board agendas, agenda packets, and minutes, agency recordkeeping and public records requests, and other routing operations

of a public agency. This may include GIS and IT systems (users, email, computers, website) that could be procured by Catalyst or by the Consortium directly with our assistance.

To assist R3's Board with reporting, Contractor will prepare two consistent deliverables:

- A quarterly progress report providing a summary of work completed and anticipated for the coming quarter
- An annual progress report compliant with DAS's reporting standards

Task 2: Project Management and Public-Private Partnership (P3) Development

Contractor will work with the Consortium to identify all areas of potential effect associated with its planned projects, prepare project management plans (PMPs), and ensure the Consortium's projects comply with relevant grantor requirements.

2.A. Project Assessment/Intake. An essential component of R3's operations will be to evaluate new projects for technical assistance and funding. Contractor will assist with this task by:

- Assisting private applicants and the Board with housing concepts for proposed master-planned communities, neighborhoods, individual home sites, and infill development for mixed-use residential/commercial or industrial areas;
- Facilitating initial planning/scoping meetings by pre-screening Housing Development Projects to determine the types of permits, financing, and other necessary resources;
- Assisting private developers and individual applicants through the development process, including:
 - Land use and site design reviews;
 - Master planned development applications;
 - Floodplain, geo-hazard, and other environmental permitting;
 - Urban renewal applications;
 - Zoning and annexation;
 - Transportation system plan updates;
 - Utility overlays (water, sewer, stormwater, reclaimed water, power, broadband);
 - Community development overlays (recreation, tourism, and public benefit amenities);
 - Housing Development Project management (milestone planning, synchronizing public and private developments); and
 - Financing strategies (capital finance, economic modeling, grant and loan administration, and other advisory services)
- Assisting the Board with independent verification and validation that housing developments meet the terms of their land use agreements to ensure development projects are implemented effectively and in compliance with approved plans;
- Executing housing project strategic messaging and public information sharing through project websites, social media, public meetings/stakeholder engagement, written materials, and radio broadcasts; and
- Developing interactive GIS maps as a means of communicating project information.

Our team will assemble capital improvement portfolios by identifying the appropriate mix of public staff and professional consultants to assist the Board with strategic planning, capital improvement project management, capital finance, auditing, and regulatory compliance.

These intake assessments will be compiled in a consistent format for the board to compare similar data elements, or essential elements of information (EEl)s, so that you can evaluate each project on its merits, without bias.

2.B. Project Management. The Consortium has identified 17 potential projects in its intergovernmental agreement, all relating to housing and public improvements. Contractor will provide project management for these projects, which shall include but not be limited to strategic planning to tactical tools like Gant charts and work breakdown structures to ensure no step is missed in the development process. Such work may also include working directly with potential funding applicants to provide project evaluation and due diligence, assist applicants with building a business case and proforma, and present these opportunities to the Board in a standard format that will make evaluating the engagement and making an informed decision easier.

Other critical aspects of this project management approach shall include:

- Developing the conceptual approach to execute each project;
- Preparing and implementing project management plans, including, without limitation, plans associated with technical assistance or infrastructure-based grant programs;
- Analyzing project conditions and impacts for Consortium;
- Presenting each project's readiness level on a "Readiness Level" nominal scale (1-10) to help the Board understand where the project is in the development lifecycle;
- Crafting the approach, schedule, and milestones to execute each project;
- Overseeing the project's implementation; and
- Ensuring each project's financial, operational, and technical aspects remain aligned.

2.C. Public-Private Partnership (P3) Development. R3's legislative appropriation includes awarding grants and loans to capacity builders and housing developers and entering into public-private partnerships for housing development. P3s are complex financial arrangements that require significant due diligence to ensure the incentives remain aligned throughout a project.

Contractor will provide support to R3's Board in deciding which P3 arrangements to choose based on the Consortium's long-range objectives and the project's needs.

Work product under this Task shall include the following deliverables:

- A Leaders and Practitioners Handbook on Public-Private Developments for Housing in Oregon.
- A Project Readiness Checklist for assessing the maturity of a project and its fit for a P3 approach.
- Case studies for each R3 project to capture lessons learned from your investments and
- experience.

Task 3: Economic, Planning, and Financial Advisory Services.

shall provide analysis to assist the R3 Board in identifying opportunities based on prevailing market conditions, determine ideal housing production schedules, and reliably forecast costs and revenues over time.

3.A. Housing Market Analysis. Contractor will create market assessments for R3's projects that accurately reflect the constraints and opportunities of the state and regional housing markets, identify and overcome barriers to housing production, and help the Board make intelligent financial decisions

based on real market conditions. Contractor will also work with the R3 Board to determine the GIS data and analysis tools you need to perform housing market analysis and other planning activities.

3.B. Financial Feasibility Analysis. Contractor will provide financial feasibility analysis for projects, which will include an evaluation of the project, including ready-made proformas for forecasting capital expenditures, revenues, and other expenses associated with single-family, multi-family, and mixed-use developments. Contractor will validate that a project is economically viable (or not). Contractor will also help R3 secure additional funding through tax increment financing, New Market Tax Credits (NMTC), evaluating construction excise tax opportunities, and private equity investment from cash, fund exchanges, or capital investment deferrals programs like Opportunity Zones, which are established in numerous areas of Oregon, including Burns and Lakeview.

3.C. Economic and Fiscal Impact Analysis. Contractor will create tailored solutions for R3 that match the agency's vision, mission, and financial capacity with projects and opportunities that are attainable and high impact. We are comprehensive but do not overstate findings. Contractor will advise the Board to ensure its legacy is one of solid performance and help position R3 for additional state and federal funding.

Task 4: Housing and Infrastructure Consulting, Logistics, and Development.

Contractor will help R3 to design, implement, evaluate, and improve housing and infrastructure projects throughout its various communities and regions. These services include land development analysis, geospatial mapping and assessment, housing production, infrastructure planning, and on-site project management.

Schedule 2.1
Fee Schedule

Consortium will pay Contractor a fixed-fee of \$6,500 per month for the administrative tasks outlined in Task 1, which will be performed by Nick Green (Catalyst) and Tory Stinnett (GEODC). These tasks will cover the Consortium's general operations as an ORS 190 intergovernmental agency.

All other tasks (Tasks 2-4) will be billed at hourly rates or on a task order basis, depending on the needs of the project. Consortium will pay the following rates for these services.

Team Member	Firm	Role	Hourly Rate(s)
Nicholas Green	Catalyst Public Policy Advisors, LLC	Managing Director	\$225
Bob Parker	ECONorthwest	Senior Project Director	\$290
Nicole Underwood	ECONorthwest	Project Manager	\$160
Greg Wolf	Oregon iSector	Strategic Advisor	\$190
Local Consultants	Oregon iSector	Partnership Development	\$150
Aaron Lieuallen	AEWW Innovations, LLC	Project Manager	\$150
Doug Green	Geobility, LLC	Geospatial Services	\$150
Wayne Semon	Wayne Semon Custom Homes, Inc.	Housing Specialist	\$200
Doug Robbins	Doug Robbins Consulting	Roads and Infrastructure	\$200







R3 - Personal Services Agreement w- Catalyst (00858236-2xB8084)

Final Audit Report

2023-10-16

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-  Document created by Nicholas Green (nick@catalyst.win)
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