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**Clackamas County**  
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DAN JOHNSON  
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
DEVELOPMENT SERVICES BUILDING  
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

June 4, 2026

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of Funding Agreement between Clackamas County and Greater Portland Inc for consulting costs associated with Comprehensive Economic Development Strategy development. Total value is \$5,000. Funding through budgeted Lottery dollars. No County General Funds are involved.**

**Previous Board Action/Review**

1. April 28, 2026 Policy Session - the Board approved appropriating \$5,000 to help Greater Portland Inc (GPI) support consulting costs to develop the regional five-year Comprehensive Economic Development Strategy (CEDS).

**Performance Clackamas:** Vibrant Economy

**Counsel Review:** Yes

**Procurement Review:** N/A

**Contact Person:** Laura Edmonds 503-742-4366

**EXECUTIVE SUMMARY:** Greater Portland Inc (GPI), Greater Portland Economic Development District (GPEDD), and Oregon Metro are preparing to kick-off the development of the region's five-year Comprehensive Economic Development Strategy (CEDS) for 2027-2031.

Clackamas County will provide \$5,000 toward consulting costs required to develop the CEDS. As a partner and partial funder of this project, Clackamas County will be involved in the development of the CEDS, and will have an opportunity at a future date for the Board of County Commissioners to recommend a County representative and alternate for each committee associated with the CEDS - a Technical Advisory Committee, Steering Committee and Champions Committee.

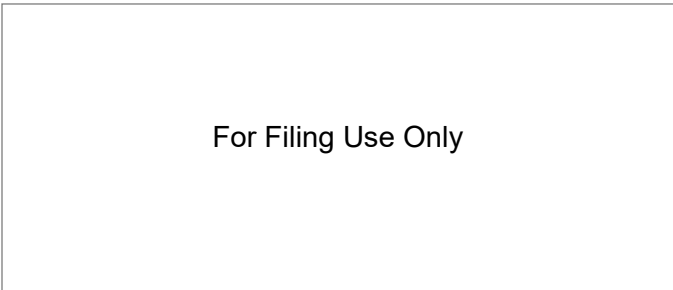
**RECOMMENDATION:** Staff respectfully recommend approval of the Funding Agreement between Clackamas County and Greater Portland Inc.

Respectfully submitted,

*Dan Johnson*

Dan Johnson, Director  
Department of Transportation & Development

Attachment: GPI CEDS Funding Agreement



**FUNDING AGREEMENT  
BETWEEN CLACKAMAS COUNTY  
AND GREATER PORTLAND INC**

**THIS FUNDING AGREEMENT** (this “Agreement”) is entered into by and between **CLACKAMAS COUNTY**, a political subdivision of the State of Oregon (“County”), and **GREATER PORTLAND INC**, an Oregon nonprofit corporation (“GPI”), together referred to as the “Parties” and each a “Party.”

**RECITALS**

- A.** On April 28, 2026, the Clackamas County Board of Commissioners appropriated five thousand dollars (\$5,000.00) in funding to support GPI (the “Funds”).
- B.** The Funds are included in the Clackamas County Office of Economic Development’s FY 2025-26 adopted budget. The Funds are proceeds from the Oregon State Lottery and, as such, are subject to the limitations of use set forth in Article XV, section 4, of the Oregon Constitution and ORS 461.540. Use of the Funds is restricted to creating jobs, furthering economic development in Oregon, and financing public education.

**TERMS**

**NOW, THEREFORE**, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Term.** This Agreement shall be effective upon execution by the Parties and shall expire on June 1, 2027, unless otherwise terminated or extended as provided herein.
- 2. Payment of Funds.** Upon execution of this Agreement, GPI shall remit an invoice to County for full payment of the Funds. County shall grant GPI the Funds in a single payment to be made within thirty (30) days of County’s receipt of the invoice.
- 3. Use of Funds.** GPI may use the Funds for expenses incurred for contract consulting for the development of the 2027-2031 Comprehensive Economic Development Strategy (CEDS) study.
- 4. Monitoring.** GPI shall allow County access to conduct financial and performance audits for the purpose of monitoring use of the Funds in accordance with Generally Accepted Auditing Standards. County and its duly authorized representatives shall have access to such records, books, documents, papers, plans, and writings of GPI that are pertinent to this Agreement, whether in paper, electronic, or other form, to perform examinations and audits and make excerpts, copies, and transcripts. GPI shall provide County reasonable access to its employees for the purpose of monitoring. Audits may be performed onsite or offsite, at County’s discretion. If any

audit or financial review finds that payments to GPI were in excess of the amount to which GPI was entitled, then GPI shall repay that amount to County.

- 5. Financial Management.** GPI shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain documentation of all uses of the Funds.
- 6. Reporting.** Within 30 days of December 31, 2026, GPI shall provide County with a copy of the completed CEDS study and a final report regarding use of the Funds. The report shall include a narrative summary detailing how the Funds were used to help offset the consultant costs associated with the development of the CEDS study and other information reasonably requested by County, including, but not limited to, information necessary to fulfill County's obligations under ORS chapter 461.
- 7. Representations and Warranties.** Each Party represents and warrants to the other that they have the power and authority to enter into and perform this Agreement and that this Agreement, when executed and delivered, shall be a valid and binding obligation of theirs, enforceable in accordance with its terms. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 8. Termination.**
  - A. Termination for Convenience.** Either Party may terminate this Agreement at any time prior to County distributing the Funds to GPI. After County has distributed the Funds to GPI, either Party may terminate this Agreement upon 30 days' written notice to the other Party. In the event a Party terminates this Agreement under this section, GPI shall immediately return all unspent funds to County.
  - B. Termination for Breach.** Either Party may terminate this Agreement in the event of a breach of the Agreement by the other Party. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period. Upon termination for GPI's breach, County shall have all remedies available to it at law, in equity, or under this Agreement, including,

but not limited to, requiring GPI to return all unspent funds and to repay County for any funds used by GPI in violation of this Agreement.

**C. Termination for Non-Appropriation or Change in Law.** County may terminate this Agreement in the event County fails to receive expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to perform under this Agreement. Additionally, either Party may terminate this Agreement if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited. In the event of termination under this section, GPI shall immediately return all unspent funds to County.

**D. Reservation of Remedies.** The termination of this Agreement, regardless of cause, shall not prejudice any rights or obligations accrued to the Parties prior to such termination. Each Party shall have all rights and remedies available to it at law, in equity, or under this Agreement.

**9. Indemnification.** GPI agrees to indemnify, hold harmless, and defend County and its officers, elected officials, agents, and employees from and against all claims, actions, losses, and liabilities, including reasonable attorney and accounting fees, and expenses incidental to the investigation and defense thereof, arising out of or based upon GPI's acts or omissions in performing under this Agreement, including, but not limited to, any claim that GPI used the Funds for ineligible purposes under ORS 461.540. However, neither GPI nor any attorney engaged by GPI shall defend the claim in the name of County or any of its departments, or purport to act as legal representative of County or any of its departments, without first receiving authority from the Clackamas County Office of County Counsel to do so, nor shall GPI settle any claim on behalf of County without the approval of the Clackamas County Office of County Counsel. County may, at its election and expense, assume its own defense and settlement. GPI shall not be required to indemnify County for any such liability arising solely out of negligent acts or omissions of County in performing under this Agreement.

**10. Insurance.** GPI shall secure at its own expense and keep in effect during the term of this Agreement the required insurance and minimum coverage indicated below. The insurance requirements outlined below do not in any way limit the amount or scope of GPI's potential liability under this Agreement. GPI shall provide proof of said insurance and name County as an additional insured on all required liability policies. Proof of insurance and notice of any material change shall be mailed to Clackamas County Procurement and Contract Services, 2051 Kaen Road, Oregon City, OR 97045 or emailed to [ledmonds@clackamas.us](mailto:ledmonds@clackamas.us).

<input checked="" type="checkbox"/> Workers' Compensation: statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission, or negligent acts.
<input type="checkbox"/> Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input type="checkbox"/> Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.

**11. Notices and Contacts.** Legal notice provided under this Agreement shall be sent by certified mail, sent by email, or personally delivered to the individuals identified below. Any communication or notice sent by certified mail shall be deemed to be given upon receipt. Any communication or notice sent by email shall be deemed to be given two (2) hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Either Party may change their contact information, or their invoice or payment address, by giving prior written notice thereof to the other Party.

**A. County.**

Laura Edmonds, Economic Development Manager  
 Clackamas County DTD/Economic Development  
 150 Beavercreek Road  
 Oregon City, OR 97045  
[ledmonds@clackamas.us](mailto:ledmonds@clackamas.us) | 503-742-4366

**B. GPI.**

Monique Cardwell, President & CEO  
 Greater Portland Inc  
 111 SW Columbia Street, Suite 1180  
 Portland, OR 97201  
[monique.claiborne@greaterportlandinc.com](mailto:monique.claiborne@greaterportlandinc.com) | 971-339-2007

## 12. General Provisions.

- A. Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it, shall be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for the County of Clackamas; provided, however, that, if a claim must be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction of any court.
- B. Compliance with Applicable Law.** The Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws, and regulations, including, but not limited to, the requirement that the Funds be used for purposes consistent with ORS chapter 461 and other applicable law. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or a different time, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** GPI shall retain, maintain, and keep accessible all records relevant to this Agreement for a minimum of six (6) years following termination or expiration of this Agreement, or for any longer period as may be required by applicable law, or until the conclusion of an audit, controversy, or litigation arising out of or related to this Agreement, whichever is later. GPI shall maintain all financial records in accordance with GAAP. All other records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, GPI shall permit County's authorized representatives' access to the records at reasonable times and places for purposes of examining and copying.
- E. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon the appropriation of funds. Any provisions herein that conflict with the above-referenced laws are deemed inoperative to that extent.

- F. Severability.** If any provision of this Agreement is found to be unconstitutional, illegal, or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the offending provision shall be stricken. The court or other authorized body finding such provision unconstitutional, illegal, or unenforceable shall construe this Agreement without such provision to give effect, to the maximum extent possible, to the intentions of the Parties.
- G. Integration, Amendment, and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Funds. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of or to the terms of this Agreement shall bind either Party unless it is in writing and signed by both Parties, and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. A written waiver as to one breach shall not be deemed a waiver as to any other, even though the other breach is of the same nature as the one waived. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.
- H. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. Independent Contractors.** Each Party shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee, or contractor of one Party shall be deemed to be a representative, agent, employee, or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, or any similar relationship, and each Party specifically disclaims any such relationship.
- J. No Third-Party Beneficiaries.** GPI and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- K. Subcontract and Assignment.** GPI shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from County, which shall be granted or denied in County's sole

discretion. County's consent to any subcontract or assignment shall not relieve GPI of any of its duties or obligations under this Agreement.

- L. Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, and all of which shall constitute the same instrument.
- M. Survival.** All provisions in Sections 7, 9, and 12 (A), (C), (D), (E), (F), (G), (H), (I), (J), (M), (O), and (Q) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- N. Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective authorized successors and assigns.
- P. Force Majeure.** Neither Party shall be held responsible for delay or default caused by events outside of that Party's reasonable control, including, but not limited to, fire, terrorism, riot, acts of God, or war. However, GPI shall make all reasonable efforts to remove or eliminate the cause of such delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- Q. No Attorney Fees.** In the event any arbitration, action, or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each Party shall be responsible for its own attorney fees and expenses.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth beneath their names below.

**CLACKAMAS COUNTY**

**GREATER PORTLAND INC**

*Monique Cardwell*

\_\_\_\_\_  
Craig Roberts  
Chair, Board of County Commissioners


\_\_\_\_\_  
Monique Cardwell  
President & CEO

5/18/2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
County Counsel

May 19, 2026

\_\_\_\_\_  
Date