



Board Meetings



ARCH CAPE WATER & SANITARY DISTRICTS
32065 E. Shingle Mill Lane, Arch Cape, OR 97102
(503) 436-2790

**THE PUBLIC IS INVITED, IF THEY WISH,
TO ATTEND IN PERSON:
THE FIRE HALL, 72979 US 101,
ARCH CAPE
BY TELEPHONE OR ZOOM LINK:**

To Join the **Zoom Video Meeting** Paste the following in your browser address window:
<https://us02web.zoom.us/j/82450898403>

Call:	669-900-6833
Meeting ID:	824 5089 8403
Meeting Passcode:	None Required
Assistance:	503-739-2348
Date:	Thursday 21 July 2022
Time:	6:00 PM
Agenda:	Posted in July Board Packet

**ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT
BOARD OF COMMISSIONERS MEETING**

Arch Cape Fire Hall 79729 Hwy 101

Thursday July 21st, 2022

6:00 P.M.

To Join Meeting by Video Link:

<https://us02web.zoom.us/j/82450898403>

Join by Telephone:

Meeting ID: 824 5089 8403

- | | |
|--|----------------------------------|
| I. Call to Order | Dan Seifer, President |
| II. Public Comments | Dan |
| III. Agenda Approval | Dan |
| IV. Election of Officers: President, Vice-President, Treasurer, Secretary | Dan |
| IV. Consent Agenda (Action) | |
| A. Approve Minutes – June 16th Regular Board Meeting | |
| B. Accept June Budget and Finance Reports | |
| D. Authorize Payment of Accounts | |
| E. Accept Correspondence Requiring No Action | |
| V. Old Business | |
| A. Markham Donation | TBD |
| B. Arch Cape Forest: | |
| Amended Sustainable Northwest Contract - introduction of Daniel Wear, Project Mgr (Action) | Phil Chick |
| Springboard Forestry Contract (Action) | Phil |
| Earl Enterprises Contract Modification (Action) | Phil |
| Arch Cape Forest Road Maintenance Grant Contract Project U22010 (Action) | Phil |
| Public Access Plan Update (Information) | Phil |
| Terminate Res 20-09 WD Water & Sanitary Districts IGA for forest purchase (Action) | Phil |
| Conservation Plan with North Coast Land Conservancy (Information) | Phil |
| Outreach Report: Arch Cape Forest Celebration (Information) | Linda Murray, Debra Birkby |
| Future Work Session | Phil |
| VI. New Business | |
| VII. Reports (Information) | |
| A. Accounts Receivable Report | Teri Fladstol, Jigsaw Consulting |
| B. District Manager’s Report and Correspondence for Action | Phil |
| C. Board Members’ Comments and Reports | TBD |
| VIII. August Agenda Items (Information) | TBD |
| IX. Public Comment | TBD |
| X. Adjournment | TBD |

WATER : REVENUE

Budget vs. Actual Finl Rpt Arch Cape Water District 2021-22	2021-22 Budget	Jul 21 8%	Aug 21 17%	Sep 21 25%	Oct 21 33%	Nov 21 42%	Dec 21 50%	Jan 22 58%	Feb 22 53%	Mar 22 75%	Apr 22 83%	May 22 92%	Jun 22 100%	Total	% Rcvd
Cash on Hand	204,502														
Ck Interest	-	0.32	0.32	0.28	0.61	0.44	0.28	0.57	0.28	0.27	0.41	0.35	0.34	4.47	
User Fees	182,280	19,065.00	4,650.00	18,290.00	24,025.00	2,325.00	46,503.38	25,848.44	1,860.00	22,328.17	19,840.00	2,104.56	24,248.80	211,088.35	1.16
Excess Usage Charges	14,000	1,436.15	894.91	5,857.25	8,112.04	1,335.39	2,503.32	348.04	825.06	929.09	1,946.22	236.06	456.65	24,880.18	1.78
Debt Service	20,772	2,091.00	510.00	2,006.00	2,635.00	255.00	5,015.00	1,700.00	204.00	2,176.00	2,193.00	170.00	2,535.00	21,490.00	1.03
Sanitary District IGA ² Revenue	157,597	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	11,252.70	9,681.20	9,330.27	10,754.33	18,284.88	8,715.20	27,000.08	151,354.98	0.96
LGIP Interest	900	125.39	115.93	110.44					38.00					389.76	
Misc. Income			200.00			1,025.00	200.00						5,852.08	7,277.08	
Meter Hookup Fee	1,400		700.00					700.00				700.00		2,100.00	
Cannon Beach IGA														-	
Cannon View Park	735													-	0.00
Total Revenue	377,684	33,852.10	18,476.52	38,479.60	46,160.23	15,134.34	65,474.68	38,278.25	12,257.61	36,187.86	42,264.51	11,926.17	60,092.95	418,584.82	
Capital Projects															
Hook-ups	11,726		5,863.00					5,863.00				5,860.00		17,586.00	1.50
Transfer														-	
Expenditures														-	
Balance	90,200	79,130.00	5,863.00	0.00	0.00	0.00	0.00	5,863.00	0.00	0.00	0.00	5,860.00	0.00	17,586.00	
Arch Cape Forest Watershed Plan (2020-21)															
IFA Water Source Protection Funding	30,000														
IFA Water Source Protection Receipts															
Expenditures			11,115.00	15,322.50										26,437.50	
Balance		\$0.00	(\$11,115.00)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	(\$26,437.50)	\$3,562.50	
LGIP (Additions)							30,000.00							30,000.00	
LGIP Withdrawals				(30,000.00)										(30,000.00)	
LGIP Interest		125.39	115.93	110.44	90.65	80.81	94.27	95.04	85.88	106.02	157.64	128.91	191.20	1,382.18	
Service Charge					(0.05)									(0.05)	
LGIP Balance	248,055	248,180.45	248,296.38	218,406.82	218,497.42	218,578.23	248,672.50	248,767.54	248,853.42	248,959.44	249,117.08	249,245.99	249,437.19	249,437.19	
Columbia Bank : 1196 Acct		40,976.00	26,588.78	61,068.46	69,479.57	34,255.26	56,352.16	43,875.64	15,888.87	39,317.31	41,203.63	35,841.48			
Total Cash		289,156.45	274,885.16	279,475.28	287,976.99	252,833.49	305,024.66	292,643.18	264,742.29	288,276.75	290,320.71	285,087.47	249,437.19		

Note ¹ : Modified Cash Basis : IGA Revenue from the Sanitary District reflected in the month incurred

Note ² : Intergovernmental Agreement

WATER : EXPENSE

Budget vs. Actual Finl Rpt ¹	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total	Balance	%
Arch Cape Water District	Budget	8%	17%	25%	33%	42%	50%	58%	53%	47%	83%	92%	100%	Spent	Left	Spent
2021-22	SD Hours %	54%	51%	55%	54%	57%	62%	50%	47%	53%	51%	47%	54%			
	Accounts %	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%		
Manager	82,030	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,858.76	6,859.21	6,859.21	6,858.76	6,858.76	82,306	(276)	100
Operator	61,936	5,066.44	4,942.19	4,859.36	5,190.68	4,900.78	4,859.36	4,638.48	4,417.60	5,163.07	4,638.03	4,859.36	4,859.36	58,395	3,541	94
FICA	10,822	912.28	902.77	896.44	921.78	899.60	896.44	879.54	862.64	868.99	879.54	879.54	896.43	10,696	126	99
Retiremen	31,405	1,300.36	4,107.16	2,807.00	2,740.14	3.42	2,886.06	5,489.36	2,709.75	2,709.75	2,721.88	2,721.88	2,724.72	32,921	(1,516)	105
Med. Ins	35,500	2,763.52	2,763.52	2,763.52	2,763.52	2,763.52	2,898.24	2,898.24	2,898.24	3,088.85	3,088.85	2,707.63	2,707.63	34,105	1,395	96
Worker's Comp	3,300			26.94										27	3,273	1
Total Personal Svc	224,994	16,901.36	19,574.40	18,212.02	18,474.88	15,426.08	18,398.86	20,764.38	17,746.99	18,689.87	18,187.51	18,027.17	18,046.90	218,450	6,543	97
Administrative Services	29,706	2,439.00	2,439.00	2,439.00	2,439.00	2,439.00	2,474.00	2,439.00	2,800.00	2,300.00	2,800.00	2,800.00	2,800.00	30,608	(902)	103
Temporary Help	5,000						525.00							525	4,475	11
Clothing Allowance	850									130.80			50.85	182	668	21
Education	2,000			933.00			100.00			558.00				1,591	409	80
Travel	2,000													0	2,000	0
Office Supplies	1,500					150.06	1,210.92	202.59	474.66	132.00		18.88		2,189	(689)	146
Postage	1,600			481.28					224.90	418.40		74.10	304.00	1,503	97	94
Vehicle	3,000	321.77	206.57	189.29	174.22	258.54	176.42	317.46	55.95	162.82	297.33	392.01	342.48	2,895	105	96
SD Facilities Use Charges	3,600		3,375.00											3,375	225	94
Payroll Service	579			607.95										608	(29)	105
Liability & Property Insurance	7,063							7,258.00		(528.00)				6,730	333	95
Licenses	2,000											1,308.00		1,308	692	65
Maintenance	65,000	140.36	1,992.07	7,088.04	3,023.76	5,166.66	5,238.61	2,351.68	341.49	4,011.39	557.09	7,748.94	32,741.83	70,402	(5,402)	108
CIP Chemicals	5,000		2,314.72	3,612.14						566.18		2,162.00		8,655	(3,655)	173
Watershed	55,000			6,403.85	5,031.00		2,349.25	18,640.00	16.10	1,601.50	270.95	201.00	129.00	34,643	20,357	63
Dues / Taxes / Fees	900	363.68			406.61	75.00	329.30		(38.00)				234.90	1,371	(471)	152
Professional Services	5,700	0.00	96.00				96.00						(234.90)	(43)	5,743	(1)
Auditing	-3562.50												3,500.00	3,500	(3,500)	#DIV/0!
Legal Services	2,000			125.00			773.29		210.00		586.60		236.25	1,931	69	97
Notices	700											37.80		38	662	5
Utilities	10,000		1,261.45	760.12	710.37	801.26	751.01	3,254.37	3,408.99	854.80	(4,495.98)	885.65	836.01	9,028	972	90
Total Materials & Svc	203,198	3,264.81	11,684.81	22,514.67	11,909.96	8,890.52	14,023.80	34,463.10	7,494.09	10,207.89	15.99	15,628.38	40,940.42	181,038	22,160	89
IFA Water Plant Upgrade : ²	20,772					20,771.70								20,772	0	100
Total Debt Service	20,772	-	-	-	-	20,772	-	-	-	-	-	-	-	20,772	0	100
Capital Outlay	2,000													-		
Tot Gen Fund Expenditures	450,963	20,166.17	31,259.21	40,726.69	30,384.84	45,088.30	32,422.66	55,227.48	25,241.08	28,897.76	18,203.50	33,655.55	58,987.32	420,261	30,703	93
Contingency	60,000										37,000.00			37,000	23,000	62
Unappropriated Balance																
Operating Reserve	35,837															
Undesignated	56,545										1.00					
Total Unappropriated Bal	92,382															
Total Conting & Unapp Bal	152,382															
Total Requirements	603,345															
Water District Accounts	294	294	295	295	295	295	295	295	295	259	259	259	259			
Sanitary District Accounts	345	345	346	346	346	346	346	346	346	346	346	346	346			

Note ¹ : Modified Cash Basis : IGA Charge from the Water District made in the following month but reflected in the month incurred
Admin Services charged to the Sanitary District on the Accounts %, all other allocatable expenses shaded green on SD Hours %

Note ² : IFA : Business Oregon - Water Plant Upgrade Loan \$536K 30 Year Loan# SZ9006 at 1% : 2011 thru 2041
Annual Payments Due 12/1/2012 of \$22,993.08 and each December 1st thereafter: \$20,771.70

SDAO Flex-Lease Loan Program : \$395K Series 2003H at 2.25% - 5.5% : Water Tank
2004 - 2024 Retired early in July 2016

SANITARY : REVENUE

Budget vs. Actual Finl Rpt Arch Cape Sanitary District 2021-22	2021-22 Budget	Jul 21 8%	Aug 21 17%	Sep 21 25%	Oct 21 33%	Nov 21 42%	Dec 21 50%	Jan 22 58%	Feb 22 53%	Mar 22 75%	Apr 22 83%	May 22 92%	Jun 22 100%	Total	% Rcvd
Cash on Hand	162,340														8.89
Ck Interest	-	0.77	1.02	0.79	1.09	0.51	0.38	0.50	0.62	0.69	0.71	0.95	0.86		
User Fees	320,160	17,632.00	21,344.00	19,256.00	40,269.00	18,560.00	80,504.00	26,448.00	14,384.00	34,507.67	19,024.00	21,996.85	39,131.71	353,057.23	1.10
Excess Usage Charges	9,500	1,929.46	459.34	1,947.60	9,603.05	1,520.46	1,987.52	4,245.00	1,272.36	592.89	611.65	3,376.42	161.86	27,707.61	2.92
Debt Service	53,280	2,964.00	3,588.00	3,237.00	6,786.00	3,120.00	13,533.00	4,446.00	2,418.00	5,738.00	3,198.00	3,653.65	6,523.00	59,204.65	1.11
Facilities Use by WD	3,300		3,375.00											3,375.00	1.02
Misc. Income	-	1,717.00											12,600.00	240.00	14,557.00
LGIP Interest	4,000	93.34	86.70	84.15	78.13	121.81	138.32	115.55	90.00	92.65	97.33	138.72		1,136.70	
Clatsop Cty Land Sales	-	250.52												250.52	
Tax Lien Receipts														0.00	
Bond Receipts	147,000	1,744.59	837.46	504.08	11,418.86	125,063.00	1,471.40	1,927.10	1,149.72	2,284.41	707.51	751.03		147,859.16	1.01
Bond Interest	-	0.66	0.71	0.89	0.13	1.23				0.44		0.24		4.30	
Total Revenue	537,240	26,332.34	29,692.23	25,030.51	68,156.26	148,387.01	97,634.62	37,182.15	19,314.70	43,216.75	23,639.20	42,517.86	46,057.43	607,161.06	
Capital Projects															
Hook Ups	16,762		8,772.00					8,772.00				8,772.00	0.00	26,316.00	1.57
Transfer from GF															
Expenditures														0.00	
Balance	97,097	82,111.21	8,772.00	0.00	0.00	0.00	0.00	8,772.00	0.00	0.00	0.00	8,772.00	8,772.00	117,199.21	
T.A.G. - Facility Plan Update															
T.A.G. - Funding	20,000														20,000.00
T.A.G. - Receipts													640.00	640.00	
Balance		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				(\$640.00)	(640.00)	
														-3562.50	
GO Bond - WWTP Upgrade															
Property Tax Imposed	1,489,477	152,000.00													1,641,477.00
Total Bond Receipts incl Int	1,439,893	1,745.25	838.17	504.97	11,418.99	125,064.23	1,609.72	2,042.65	1,239.72	2,377.06	804.84	889.75	1,088.32	1,589,516.51	
USDA Plant Upgrade Payments ¹	1,446,000													1,446,000.00	
GO Bond Balance	(5,212)	(4,361.91)	2,583.42	1,343.14	11,923.96	136,483.22	138,092.94	140,135.59	141,375.31	143,752.37	144,557.21	145,446.96	146,535.28	143,516.51	
	(6,107)														
LGIP (Additions)		1,995.77	838.17	504.97	11,418.99	125,064.23	1,471.40	1,927.10	1,149.72	2,284.41	707.51	751.03	2,221.69	150,334.99	
LGIP (Purchases)						90,000.00								90,000.00	
LGIP Withdrawals						(45,000.00)	(13,000.15)	(144,600.05)						(202,600.20)	
LGIP Interest		93.34	86.70	84.15	78.13	121.81	138.32	115.55	90.00	92.65	97.33	138.72	169.63	1,306.33	
Service Charge														0.00	
LGIP Balance	182,754	184,842.61	185,767.48	186,356.60	197,853.72	368,039.76	356,649.33	214,091.93	215,331.65	217,708.71	218,513.55	219,403.30	221,794.62	221,794.62	
Columbia Bank : 1218 Acct		102,918.58	130,179.49	105,388.99	134,462.15	61,389.66	43,002.04	67,031.43	83,314.75	63,526.40	69,041.73	113,736.46			
Total Cash		287,761.19	315,946.97	291,745.59	332,315.87	429,429.42	399,651.37	281,123.36	298,646.40	281,235.11	287,555.28	333,139.76	221,794.62		

Note ¹ : United States Department of Agriculture (USDA) Rural Development \$2.5M 30 Year Loan : 2011 - 2040
at 4% in 2010 w/ level \$144,600 Annual payments on 20 January expiring in 2040 : Fund Code/Loan #92/02

SANITARY : EXPENSE

Budget vs. Actual Finl Rpt ¹
Arch Cape Sanitary District
2021-22

	2021-22	Jul 21	Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	Mar 22	Apr 22	May 22	Jun 22	Total Spent	Balance Remaining	% Spent
Budget		8%	17%	25%	33%	42%	50%	58%	53%	75%	83%	92%	100%			
SD Hours %		54%	51%	55%	54%	57%	62%	50%	47%	63%	54%	47%		55%		
Accounts %		54%	54%	54%	54%	54%	54%	54%	54%	54%	54%	54%		54%		

Total Personal Svc	-	-	-	-	-	-	-	-	-	-	-	-	-	0	0	
Water District IGA Charges	157,597	11,134.24	11,405.36	12,215.63	11,387.58	10,193.51	10,391.66	9,681.20	9,330.27	10,754.33	12,984.34	8,715.20	10,312.76	128,506	29,091	82
Liability & Property Insurance	13,500							9,855.00		(1,089.50)				8,766	4,735	65
Licenses	2,800		3,009.00					89.95						3,099	(299)	111
Maintenance	109,000	4,674.33	1,232.82	15,010.69	8,062.91	23,879.52	4,411.39	7,241.57	262.98	18,231.07	748.80	7,103.20	2,520.16	93,379	15,621	86
Chemicals	6,000	1,040.00				812.50	812.50	325.00	1,012.50	20.56	1,012.50	318.00	590.00	5,944	56	99
Inflow & Infiltration	4,000													0	4,000	
Dues / Taxes / Fees	1,100	40.41			515.52		599.06	8.25		8.25	8.25	8.25	137.40	1,325	(225)	120
Professional Services	6,000		197.62				1,540.00	414.00				12,600.00		14,752	(8,752)	246
Emergency Prep Sanitation	500													0		
Auditing	10,000												9,000.00	9,000	1,000	90
Legal Services	5,000												274.05	274	4,726	5
Notices	700		40.68									8.82		50	651	7
Utilities	46,000	55.78	5,798.33	3,580.65	2,524.54	3,722.90	4,365.75	2,189.54		2,989.80	9,223.65	3,236.10	3,595.63	41,283	4,717	90
														0		
Total Materials & Svc	362,197	16,944.76	21,683.81	30,806.97	22,490.55	38,608.43	22,120.36	29,804.51	10,605.75	30,914.51	36,577.54	19,389.57	26,430.00	306,377	55,320	85
ODEQ : Irrigation Site Loan : ²	15,609					7,861.00						7,748.00		15,609	0	100
OECD Loan - Facil Engrng : ³	19,319					19,319.09								19,319	(0)	100
DEQ Loan/Grant - Facil Impr : ⁴	19,383					19,383.23								19,383	0	100
Total Debt Service	54,311	-	-	-	-	46,563	-	-	-	-	-	7,748	-	54,311	(0)	100
Capital Ot	-3562.50	0.00											0.00	0	0	##
Tot Gen Fund Expenditures	416,508	16,944.76	21,683.81	30,806.97	22,490.55	85,171.75	22,120.36	29,804.51	10,605.75	30,914.51	36,577.54	27,137.57	26,430.00	360,688	55,820	87
Contingency	43,244													0	43,244	0
Transfer to Capital Fund																
T.A.G. - Facility Plan Update	20,000															
ODEQ Irrig Site Ln#11432 reserve	15,256															
Operating Reserve	54,912															
Undesignated	23,200															
Total Unappropriated Bal	93,368															
Total Conting & Unapp Bal	136,612															
Total Requirements	573,120															

Note ¹ : Modified Cash Basis : IGA Charge from the Water District reflected in the month incurred 1.00
Admin Services charged to the Sanitary District on the Accounts %, all other allocatable WD expenses shaded green on SD Hours %

Note ² : Oregon Dept of Environmental Quality (ODEQ) Clean Water State Revolving Fund \$225K 20 Year Loan : 2003 - 2022
w/ level \$7,748 Payments on 1 June and descending \$8,544 Payments on 1 December expiring in 2022
\$15,256 Required Reserve : Loan # R11432 56352.16 43875.64 15888.87 39,317.31 41203.63

Note ³ : Oregon Economic & Community Development (OECD) (IFA : Business OR) \$250K 20 Year Loan : 2007 - 2026
at 4.56% w/ level \$19,319.03 Payments on 1 December expiring in 2026 : Project #Y06007

Note ⁴ : DEQ Loan & Grant Prgm (\$340K + \$270K) Y13002 I & I, Salley's Alley, WWTP SMU Upgrade : Under Consideration w/ TA Grant

ODEQ State Revolving Fund Loan Program \$70K 5 Year Loan at 2.36% in 2005 was successfully retired in October of 2009 : SRF Loan # R11430
Special Districts Association of Oregon (SDAO) \$80K 5 Year 2006 Loan beginning at 2.8% and ending at 3.4% w/ payments twice yearly at 1 Jul & 1 Jan : Flex Lease for Equipment was successfully retired in July of 2010

ARCH CAPE WATER DISTRICT
Check Detail
 June 2022

Type	Num	Date	Name	Account	Paid Amount
Check		06/30/2022		Arch Cape Water	
				Bank Service Charges	-5.00
TOTAL					-5.00
Check	EFT	06/03/2022	USPS	Arch Cape Water	
				Postage	-120.96
				Postage	-103.04
TOTAL					-224.00
Check	EFT	06/03/2022	USPS	Arch Cape Water	
				Postage	-43.20
				Postage	-36.80
TOTAL					-80.00
Check	EFT	06/04/2022	M & N Clothing Ast...	Arch Cape Water	
				Clothing Allow	-50.85
TOTAL					-50.85
Check	EFT	06/10/2022	PERS	Arch Cape Water	
				Retirement	-4,012.91
TOTAL					-4,012.91
Check	EFT	06/14/2022	ODS	Arch Cape Water	
			Arch Cape Sanitary ...	Health-Med-Dental	-1,462.12
			Arch Cape Water Di...	Health-Med-Dental	-1,245.51
TOTAL					-2,707.63
Check	EFT	06/15/2022	Internal Revenue S...	Arch Cape Water	
			Arch Cape Water Di...	Employer FICA	-412.36
			Arch Cape Sanitary ...	Employer FICA	-484.08
				Employee W/H Taxes	-2,085.78
TOTAL					-2,982.22
Check	EFT	06/27/2022	Verizon Wireless	Arch Cape Water	
				Util	-163.42
TOTAL					-163.42
Check	EFT	06/27/2022	PERS	Arch Cape Water	
				Retirement	-1,433.69
TOTAL					-1,433.69

ARCH CAPE WATER DISTRICT
Check Detail
 June 2022

Type	Num	Date	Name	Account	Paid Amount
Check	EFT	06/30/2022	William J. MacLean	Arch Cape Water	
				Employer FICA	-242.03
				Employer FICA	-206.18
				Gross Wages	-2,169.87
				Gross Wages	-1,848.40
TOTAL					-4,466.48
Check	155	06/09/2022	Jackson Oil	Arch Cape Water	
				Vehicle	-157.54
				Vehicle	-184.94
TOTAL					-342.48
Check	156	06/09/2022	Pacific Power	Arch Cape Water	
				Util	-429.68
				Util	-84.23
TOTAL					-513.91
Check	157	06/09/2022	A-Boy Electric & Pl...	Arch Cape Water	
				Maint	-13.06
TOTAL					-13.06
Check	158	06/09/2022	CS&S	Arch Cape Water	
				Maint	-36.05
				Maint	-42.33
TOTAL					-78.38
Check	159	06/09/2022	Jigsaw Consulting...	Arch Cape Water	
				Admin Asst	-1,512.00
				Admin Asst	-1,288.00
TOTAL					-2,800.00
Check	160	06/09/2022	Consoliated Supply	Arch Cape Water	
				Maint	-671.56
TOTAL					-671.56
Check	161	06/09/2022	CenturyLink	Arch Cape Water	
				Util	-158.68
TOTAL					-158.68
Check	162	06/09/2022	LaserPrint	Arch Cape Water	
				Watershed	-129.00
TOTAL					-129.00

ARCH CAPE WATER DISTRICT
Check Detail
 June 2022

Type	Num	Date	Name	Account	Paid Amount
Check	163	06/09/2022	USA BlueBook	Arch Cape Water	
				Maint	-57.90
TOTAL					-57.90
Bill Pmt -Check	165	06/16/2022	William J. MacLean	Arch Cape Water	
Bill		06/09/2022	Arch Cape Sanitary ...	Gross Wages	-2,411.89
			Arch Cape Water Di...	Gross Wages	-2,054.58
TOTAL					-4,466.47
Check	166	06/16/2022	Curran McLeod	Arch Cape Water	
				Professional Se	-320.00
TOTAL					-320.00
Check	167	06/16/2022	EO Media Group	Arch Cape Water	
				Legal Notices	-236.25
TOTAL					-236.25
Check	168	06/16/2022	Accuity, LLC	Arch Cape Water	
				Audit	-3,500.00
TOTAL					-3,500.00
Check	169	06/27/2022	Cascade Columbia...	Arch Cape Water	
				Maint	-1,445.02
TOTAL					-1,445.02
Check	170	06/27/2022	OAWU	Arch Cape Water	
				Dues - Taxes - Fees	-124.15
				Dues - Taxes - Fees	-105.75
TOTAL					-229.90
Check	171	06/30/2022	WesTech	Arch Cape Water	
				Maint	-30,470.00
TOTAL					-30,470.00
Check	172	06/30/2022	NAPA Auto Parts	Arch Cape Water	
				Maint	-2.72
				Maint	-3.19
TOTAL					-5.91

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT**

This Professional Services Agreement (this “Agreement”) entered into on May 23rd, 2022, and effective for all purposes as of May 1st, 2022 (the “Effective Date”) **is hereby amended June 16th, 2022**, by and between Arch Cape Domestic Water Supply District, “AC DWSD,” and Sustainable Northwest, a 501(c)3 nonprofit (“Contractor”). **Amendment 1 inserts contractual language required by Business Oregon and revises the Scope of Work and Billing Rate.**

RECITAL:

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

AGREEMENT:

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

1. CONTRACTOR SERVICES

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

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

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.1. Contractor’s timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor’s performance of the Services, is of the essence.

2. COMPENSATION

2.1 Compensation and Match. AC DWSD will pay Contractor in accordance with the compensation schedule set forth in Schedule 2.1. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by AC DWSD under this Agreement for the performance of the Services will not exceed forty-three thousand one hundred eighty dollars (\$43,180).

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

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

3. RELATIONSHIP

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

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

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

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

4. REPRESENTATIONS AND WARRANTIES

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

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

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

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

5. COVENANTS OF CONTRACTOR

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

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with any and all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. Contractor will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed.

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

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

5.5 Indemnification. Contractor will defend and indemnify AC DWSD, and each present and future employee, director, officer, agent, board member, and authorized representative of AC DWSD, for,

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

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

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

6. WARRANTY

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

7. INTELLECTUAL PROPERTY

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

7.2 Assignment. AC DWSD shall share with Contractor all rights in all designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions, and all other information or items created by Contractor during the term of this Agreement. The rights assigned include title and interest in all patents, copyright, trade secret, trademark, and other proprietary rights.

Contractor shall help prepare any papers that AC DWSD considers necessary to secure any patents, copyrights, trademarks, or other proprietary rights at no charge to AC DWSD. However, AC DWSD shall reimburse Contractor for reasonable out-of-pocket expenses incurred.

7.5 Indemnification. Contractor will defend and indemnify AC DWSD, and each present and future employee, director, officer, agent, board member, and authorized representative of AC DWSD, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or

trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

8. CONFIDENTIALITY AND NONDISCLOSURE

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

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

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

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

9. TERMINATION

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

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

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

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

10. MISCELLANEOUS

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

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

To Arch Cape Water District:

To Contractor:

Arch Cape Water Supply District: Attn: Phil Chick, District Manager 32065 E Shingle Mill Lane Arch Cape, OR 97102	Sustainable Northwest Attn: Ngu Castro, CFO 1130 SW Morrison St, STE 510, Portland Oregon 97205
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10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by AC DWSD and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

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

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

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

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

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

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

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

10.11 Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), AC DWSD and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other

entity. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular, or plural, as the identity of the parties may require. The singular includes the plural, and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

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

10.14 Contractor must be registered in SAM.gov. The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

10.15 Whistleblower Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

10.16 Inspections: Information Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to: Inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested. Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

10.17 Equal Opportunity Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

10.18 Copeland “Anti-Kickback” Act Contractor shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

10.19 Debarment and Suspension(Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10.20 Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any

equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

10.21 **Preference to United States made goods.** - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.22 **Procurement of recovered materials over \$10,000.** The Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10.23 **Termination for cause and for convenience -** Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

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

Arch Cape Domestic Water Supply District:
Arch Cape Domestic Water Supply District

By: Phil Chick
Title: District Manager
Federal Tax Id. 3185276

CONTRACTOR:



By: Greg Block
Title: President, SNW
Federal Tax Id. No: 93-1152222

SCHEDULE 1.1 AMENDMENT 1

Description and Schedule of Services

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

Purpose, Objectives, and Scope of Work

The purpose of this engagement is to provide project management services to the Arch Cape Domestic Water Supply District as it completes the acquisition of ~1,500 acres of coastal timberland in 2022.

The objectives of this project [amended June 2022] shall be to

1. Assist District in evaluation of ACF property acquisition and transactional tasks related to acquisition.
2. Assist District in evaluation of ACF operations upon acquisition and tasks related to such operations.
3. Review, identify, report, and monitor all restrictions and requirements of the District's U.S. Forest Service / Oregon Department of Forestry Forest Legacy Program grants, and record District's compliance therewith.
4. Identify, record, and present all monetary and in-kind contributions toward ACF for consideration by U.S. Forest Service and Oregon Department of Forestry as "local share" pursuant to District's Forest Legacy Program grants.
5. Review, identify, report, and monitor all restrictions and requirements of the American Rescue Plan Act (ARPA) Grant, and record District's compliance therewith.
6. Consult with contracted Bookkeeper to summarize financial reports for quarterly and annual grant reporting deadlines, including identification, selection, and creation of appropriate financial summaries to assure compliance with all requirements of the ARPA Grant.
7. Draft, present and revise as directed by District Outreach Committee materials for distribution for educational and operational coordination with public and private entities for mutually beneficial ACF uses and activities.
8. At the request of the District, organize, attend, and conduct public and private tours, meetings, and events to discuss ACF issues, status, conditions, and requirements.

SCHEDULE 2.1 AMENDMENT 1
Compensation Schedule

AC DWSD will pay Contractor in accordance with the following compensation schedule:

1. Compensation

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

2. Hourly Billing Rates [Amended June 2022]

Contractor will bill at the following rates based on the individual(s) completing the work:

Principal	\$150
Program Director	\$120
Program Manager	\$100
Program Associate	\$85

3. Reimbursement for Direct Expenses

Contractor will submit receipts and annotation for the expenses incurred during the course of performing the scope of work. AC DWSD will reimburse Contractor in full for these expenses, as outlined and in accordance with the project budget.

Project Budget

Staff	\$40,680
Supplies, Materials, & Misc.	\$500
Travel	\$2,000
Total not-to-exceed	\$43,180

FORESTRY CONSULTING SERVICES AGREEMENT

This Forestry Consulting Personal Services Agreement (this "**Agreement**"), dated as of May 1st, 2022 (the "**Effective Date**"), is by and between Arch Cape Domestic Water Supply District, an Oregon municipal corporation, with offices located at 32065 East Shingle Mill Lane, Arch Cape, Oregon 97102 ("**Customer**") and Springboard Forestry, LLC, ("**Consultant**") with offices located at 30151 NW Timber Rd. Timber, OR 97144, collectively the "**Parties**", and each a "**Party**").

BACKGROUND

Consultant has the capability and capacity to provide certain forestry consulting services, and Customer desires to retain Consultant to provide such services, and Consultant is willing to perform such services under the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Customer agree as follows:

1. Services. Consultant shall provide to Customer the services (the "**Services**") set out in one or more statements of work (each, a "**Statement of Work**" or "**SOW**"). The initial accepted SOW is attached hereto as *Exhibit A*. Additional SOW may be entered into between the parties.

2. Consultant Obligations. Consultant warrants that it shall perform the Services:

- (a) In accordance with the terms and subject to the conditions set out in the respective SOW and this Agreement.
- (b) Using personnel or subcontractors of reasonable skill, experience, and qualifications.
- (c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- (d) In accordance with all applicable federal, state, and local laws and regulations.

3. Fees, Expenses & Taxes.

3.1 Customer shall pay the fees set out in the respective SOW. Unless otherwise provided in the applicable SOW, fees will be payable within thirty (30) days of receipt by the Customer of an invoice from Consultant. Customer shall reimburse Consultant for reasonable expenses itemized and incurred in accordance with the SOW. Consultant shall maintain commercially reasonable records of fees and expenses, which will be available to Customer for review upon request.

3.2 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts

payable by Customer, except Consultant's income, revenues, gross receipts, personnel or real or personal property or other assets.

3.3 Except for invoiced payments that the Customer has successfully disputed, all late payments shall bear interest at the lesser of the rate of 9% per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly. Consultant shall be entitled to suspend the provision of any Services if the Customer fails to pay any fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

4. Customer Obligations. Customer shall:

4.1 Respond promptly to any reasonable requests from consultant for instructions, information or approvals required by Consultant to provide the Services.

4.2 Cooperate with Consultant in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Consultant to provide the Services.

4.3 Allow Consultant to photograph Customer's property and publish such photos for marketing purposes.

4.4 Upon Consultant's written request, take all steps necessary, including obtaining any required licenses or consents, to prevent delays in Consultant's provision of the Services.

4.5 Maintain, execute, and comply with all contracts with third-party operators which Customer may deem appropriate.

4.6 Ensure compliance with all laws, regulations, and rules, specifically all public procurement regulations and environmental laws.

5. Intellectual Property. Portions of documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Consultant in the course of performing the Services, including any items identified as such in the SOW] (collectively, the "**Deliverables**") are the existing Intellectual Property of Consultant. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all such Intellectual Property are reserved by Consultant for other and future use and shall continue to be owned by Consultant. Consultant hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-

public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within five (5) days thereafter, is summarized in writing and confirmed as confidential ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. Notwithstanding the foregoing, no part of any deliverable from Consultant to Customer under any SOW shall be labeled or deemed "confidential."

7. Term, Termination and Survival. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to Section,7.3below.

7.2 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach7.3 Notwithstanding anything to the contrary in Section 0, Consultant may terminate this Agreement before the expiration date of the Term on written notice if Customer fails to pay any amount when due and such failure continues for thirty (30) days after Customer's receipt of written notice of nonpayment.

7.4 Customer may terminate this Agreement for convenience without cause at any time, upon ninety (90) days' notice to Consultant, and shall then be liable to Consultant for the payment of all cost and expenses reasonably incurred by Consultant in the performance of the Services prior to receipt of such notice.

8. Insurance &Limitation of Liability.

8.1 Consultant shall maintain general liability insurance with limits of not less than \$1,000,000 and shall provide Customer with a certificate evidencing coverage.8.2 NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL, DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE,.

8.3 IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT SET FORTH IN ALLSTATEMENTS OF WORK PLUS CONSULTANT'S INSURANCE.

9. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of the SOW shall supersede and control.

10. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or U.S. First Class, certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 10.

Notice to Customer:

CUSTOMER NAME & ADDRESS:

Arch Cape Domestic Water Supply District

Attention: Phil Chick

32065 East Shingle Mill Lane

Arch Cape, Oregon 97102

Notice to Consultant:

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to and signed by each Party.

12. Assignment. Consultant may assign any of its rights or delegate any of its obligations to any person acquiring all or substantially all of service provider's assets with customer's consent, which will not be unreasonably withheld.

13. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Nothing in this Agreement is intended to benefit any third party.

15. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Oregon, United States of America.

16. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by binding arbitration in Clatsop County, Oregon. Unless the parties otherwise agree, the arbitration will be administered by the American Arbitration Association in accordance with its rules. Judgment on the award rendered by the arbitrator may be entered in the circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

CONSULTANT

By: _____
Name & Title: _____
Date: _____

CUSTOMER: _____

By: _____
Name & Title: _____
Date: _____

ATTACHED EXHIBITS:

- EXHIBIT 1 - INITIAL STATEMENT OF WORK
- EXHIBIT 2 – ARPA REQUIREMENTS

Exhibit 1:

A list of standard Springboard Forestry rates is included below:

- Standard Forestry Consulting: \$125 / Hr
- GIS / Financial Analyst: \$115 / Hr
- Field Technician: \$75 / Hr
- Mileage: 75c / mile
- Mileage while towing: \$1.50 / mile
- ATV / Snowmobile use: \$75 / day
- UTV use: \$150 / day
- Materials: Cost + 20%

All contract deliverables and tasks will be completed on a time and expenses basis, amount not to exceed \$98,000.00. This scope is in response to the 2022 RFP for management services and June 2022 update, requested by the Water District. All of the below figured are based on a best estimate of the work to be completed, but actual costs may vary between tasks and estimates for some tasks are not possible at this phase of project development. Individual small tasks such as inventory updates to be sub-contracted or bid separately, with the process managed by Springboard Forestry.

Task 3 (Deferred Timber Stand Improvement, contract management) Estimated at \$27,000,

Task 3.1 (Forestry Development) To be determined upon review of final adopted financial plan / multi-resource management plan and estimated forest development tasks.

Task 4 (Management of Deferred and year 1 Road maintenance, improvement, decommissioning) Estimated at \$25,000, less if combined with additional tasks

Task 5 (Wildlife and human safety) To be determined upon review of final management / recreation plan. Minimum estimate of 1x 1 day visit per month for monitoring as specified by ACWD with a likely increase to 2 site visits per month during high use seasons.

Tasks 9,10,11,12 (Planning, marketing, inventory, certification) These tasks are interpreted to include finalization of multi resource management plan (estimated \$8,000 during initial project proposal) in addition to possible inventory updates, product marketing and FSC certification. Other tasks to be determined following completion of multi-resource management plan and in conversation with ACWD. In addition, Springboard will take on the following tasks initially assigned to Sustainable NW:

1. Assist District's Finance Committee in preparation, evaluation, presentation, revision as directed by Finance Committee and finalization of a Long Term *pro forma* Financial Plan for ACF
2. Y - Review, identify, report, and monitor all restrictions and requirements of the Hollis Grant, and record District's compliance therewith, including possible re-application for additional funds.
3. X - Assist District's Advisory Committee in preparation, presentation, revision as directed by District Board and finalization of District's Multi-Resource Management Plan for ACF including

those portions concerning recreational uses and operations, including coordination with professional consultants and project partners.

4. X - Assist District's Advisory Committee in preparation, presentation, revision as directed by District Board and finalization of those portions of District's Multi-Resource Management Plan for ACF concerning conservation operations, including coordination with professional consultants and project partners.

Proposed Schedule

Springboard is able to start work immediately to assisting the Arch Cape Water District through the acquisition process. We are a small and flexible team with the ability to meet the needs of this project and adapt easily to project changes.

Management planning and additional planning tasks / plan completion would be completed following acquisition, anticipated during late summer 2022.

Certification process will be delayed until adoption of full forest management plan.

Timber stand improvement, permitting, and contracting would occur beginning fall 2022

Road maintenance, improvement and decommissioning would begin following the Ecological Road Assessment (contracted through NCLC).

Wildlife and human safety / property use would begin immediately following acquisition and expand following recreation plan completion.

Exhibit 2:

Contractor will comply with the following requirements:

Contractor must be registered in SAM.gov. -The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections: Information Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books, and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension(Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems. As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to

procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods. - As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROCUREMENT OF RECOVERED MATERIALS OVER \$10,000. -THE CONTRACTOR MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT. THE REQUIREMENTS OF SECTION 6002 INCLUDE PROCURING ONLY ITEMS DESIGNATED IN GUIDELINES OF THE ENVIRONMENTAL PROTECTION AGENCY (EPA) AT 40 CFR PART 247 THAT CONTAIN THE HIGHEST PERCENTAGE OF RECOVERED MATERIALS PRACTICABLE, CONSISTENT WITH MAINTAINING A SATISFACTORY LEVEL OF COMPETITION, WHERE THE PURCHASE PRICE OF THE ITEM EXCEEDS \$10,000 OR THE VALUE OF THE QUANTITY ACQUIRED DURING THE PRECEDING FISCAL YEAR EXCEEDED \$10,000; PROCURING SOLID WASTE MANAGEMENT SERVICES IN A MANNER THAT MAXIMIZES ENERGY AND RESOURCE RECOVERY; AND ESTABLISHING AN AFFIRMATIVE PROCUREMENT PROGRAM FOR PROCUREMENT OF RECOVERED MATERIALS IDENTIFIED IN THE EPA GUIDELINES

Termination for cause and for convenience - Contractor shall address termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. The Contract Owner shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. The Contract Owner shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

Earl Enterprises, Inc.
Task Order
Accounting Services Project Management:
Arch Cape Forest Fund
Date: July 1, 2022

Scope of Work

Earl Enterprises, Inc. will provide additional accounting functions for the Arch Cape Water District specific to the acquisition of the Arch Cape Forest in June of 2022 by managing the Arch Cape Forest Fund using QuickBooks with a fiscal year of July 1 - June 30. Jigsaw Consulting Service will assume managing the Arch Cape Forest Fund as of July 1, 2022.

Services that will be provided include:

- Maintaining the Chart of Accounts
- Recording revenues (e.g., sources of grants, investments, products) and expenses.
- Recording and reporting of ARPA Fund sources and uses. Additional funding sources and uses will be tracked separately as/if needed.
- Managing receipt, status, and release of restricted and temporarily restricted funds.
- Recording of committed capital allocations.
- Reconciliation of bank and investment accounts.
- Preparation of monthly, quarterly, and annual financial statements, including sub-reports on source of funds usage, budget to actual, loss reserve balances, restricted and unrestricted balance changes, product revenue and expense reports, allocation of labor to specific tasks.
- Preparation of financial reports for donors or funders, as needed.
- Audit-related support to assure completion of audit per grant contract, including all needed documentation and reports provided to auditor upon request.
- Comply with relevant reporting requirements

The initial term of this engagement is intended for July 1, 2022, through June 30, 2023. The engagement may be extended for additional years. All work completed will be proprietary to the Arch Cape Water District.

Fees & Compensation

Based on the duties listed under the Scope of Work above, the monthly fee to provide the services will be \$500 per month [not to exceed \$6,000.00]; billed on the 1st of each month beginning July 1, 2022.

Earl Enterprises, Inc. acknowledges acceptance and verification of:

Contractor must be registered in SAM.gov.- The Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at Sam.gov

Whistleblower - Contractor receiving ARPA funds shall under or through this contract post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).

Inspections; Information - Contractor shall permit, and cause its subcontractors to allow the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Equal Opportunity - Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Copeland "Anti-Kickback" Act - Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension(Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Prohibition on purchasing telecommunications or surveillance equipment, services, or systems.As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list.

Preference to United States made goods.- As appropriate and to the extent consistent with law, the contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Dated: July ____, 2022

Teri Fladstol, Earl Enterprises, Inc.
UEI#ZLYNBESE2KS6

President
Arch Cape Water District

SAFE DRINKING WATER REVOLVING LOAN FUND
GRANT CONTRACT FOR SOURCE WATER PROTECTION

Project Name: Arch Cape Forest Acquisition Road Maintenance

Project Number: U22010

This grant contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and the Arch Cape Domestic Water Supply District, (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

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

- Exhibit A General Definitions
- Exhibit B Project Description
- Exhibit C Project Budget
- Exhibit D Information Required by 2 CFR § 200.331(a)(1)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$30,000

Grant Amount: \$30,000

Project Closeout Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

- A. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not exceed or change line items in the budget except with the prior written consent of OBDD.
- C. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Grant proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- D. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a public body validly organized and existing under Oregon, and owns a public water system as defined in the Act.

- (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (ii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, for the financing and undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. Oregon state procurement regulations will satisfy federal procurement requirements of 2 CFR part 200, subpart D.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) **SAFE DRINKING WATER IN OREGON: Program Guidelines & Handbook** for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (August 2018 update), as amended from time to time ("Safe Drinking Water Handbook"), available at <https://www.orinfrastructure.org/assets/docs/IFA/SDWhandbook.pdf>.
- (4) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable ("Cross-Cutting Authorities"). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (5) Lobbying. Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.
- (6) Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "66.468, Capitalization Grants for Drinking Water State Revolving Funds." Recipient is a sub-recipient.
 - (a) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (7) Disadvantaged Business Enterprises. Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises ("DBE") described in

the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. Recipient agrees to apply the current regional fair share objectives.

Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (8) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) Provide OBDD with copies of all preliminary plans and specifications relating to the Project, and a timeline for the construction bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (3) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (4) Permit OBDD to conduct inspection of the Project at any time.
- (5) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (7) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final report.
- (8) Provide OBDD with a copy of all other final plans, reports or other documents prepared as part of the Project before requesting its final Grant disbursement. The OBDD will review the documents and may require reasonable modifications. If OBDD does not suggest modifications within thirty (30) days of its receipt of the documents, they will be deemed approved.
- (9) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. The Project will be owned by Recipient for not less than ten years following the Project Close-Out Deadline.

- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Close-Out Deadline. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. For a period of not less than ten years following the Project Close-Out Deadline, the Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by public water systems constructing, operating and maintaining similar facilities.
- G. Sales, Leases and Encumbrances. For a period of not less than ten years following Project Close-Out Deadline, except as specifically described in Exhibit B, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient.
- H. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- I. Financial Records. The Recipient shall keep accurate books and records for the Costs of the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time]. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- K. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Completion Deadline or final completion and satisfaction of all reporting requirements of Recipient under this Contract. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date.

The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.

- M. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- N. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 7 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Exercising any applicable remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; and third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 7 of this Contract.

D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - MISCELLANEOUS

A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.

B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.

- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's

confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: District Manager
Arch Cape Domestic Water Supply District
32065 East Shingle Mill Lane
Arch Cape, OR 97102

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

By: _____
Edward Tabor, Manager
Programs & Incentives

By: _____
Daniel J. Seifer, President

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required as per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 25 March 2022.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient shall hire a contractor to perform the tasks identified in the 2020 Road Maintenance and Decommissioning Plan to protect the surface water intake and prevent degradation of raw water quality by ensuring long-term tenure and local management of the source watershed listed below:

- Road maintenance including resurface gravel roads
- Brush Clearing
- Culvert Repair

All Project work must be within the identified Arch Cape Drinking Water Source Area.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Road Maintenance including resurfacing, brush clearing and culvert repair	\$30,000	\$0.00
Total	\$30,000	\$0.00

EXHIBIT D - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:

- (i) Subrecipient* name (which must match registered name in DUNS): Arch Cape Domestic Water Supply District
 - (ii) Subrecipient's DUNS number: 832079037
 - (iii) Federal Award Identification Number (FAIN): 98009020
 - (iv) Federal Award Date: 9 September 2020
 - (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
 - (vi) Total Amount of Federal Funds Obligated by this Contract: \$30,000
 - (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$30,000
 - (viii) Total Amount of Federal Award to the pass-through entity: \$14,487,000
 - (ix) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the fund to finance source water protection project initiatives, including acquiring conservation easements.
 - (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
 - (xi) CFDA Number and Name: 66.468 Safe Drinking Water State Revolving Fund
Amount: \$30,000
 - (xii) Is Award R&D? No
 - (xiii) Indirect cost rate for the Federal award: N/A
- * For the purposes of this Exhibit D, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards

Recipient	Project Number
Signatures of Delegated Authorized Individuals to Request Payments (Two signatures are required to request disbursement of funds)	
_____ Typed Name and Title (1) a _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) b _____ Signature (Highest Elected Official must not sign here)
Additional Signatures (if desired)	
_____ Typed Name and Title (1) c _____ Signature (Highest Elected Official must not sign here)	_____ Typed Name and Title (1) d _____ Signature (Highest Elected Official must not sign here)
I certify that the signatures above are of the individuals authorized to draw funds for the cited project. _____ Typed Name, Title and Date (2) _____ Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)	Agency Use Only: Date Received:

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT

RESOLUTION 20-09 WD

A RESOLUTION BY THE ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT ("Water District") AND ARCH CAPE SANITARY DISTRICT ("Sanitary District") ESTABLISHING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DISTRICTS REGARDING THE POTENTIAL PURCHASE OF AN APPROXIMATELY 1,521-ACRE PARCEL OF FOREST LAND COMMONLY REFERRED TO AS THE "ARCH CAPE FOREST,"

Whereas, ORS 190.110 allows units of local government to enter into an agreement for performance of any or all functions and activities which such units have authority to perform; and

Whereas, the Water District has entered into a Purchase and Sale Agreement to purchase 1,521 acres of timberland for the creation of a community forest and protected drinking watershed, and

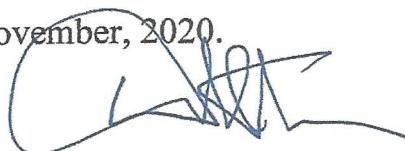
Whereas, the Sanitary and Water Districts have determined that ownership of the Property will benefit both Districts by providing long-term protection of the quality of the water supply in the watershed and assisting with the management of storm water that flows into and through the sanitary sewer system, and

Whereas, a component of the plan for acquisition of the Property includes a potential State Revolving Loan through the Oregon Department of Environmental Quality to be held by the Sanitary District, and

Whereas, The Districts intend that the Water District will ultimately own the Property and that the Districts will agree upon a Multi-Resource Management Plan for the Property,

NOW, THEREFORE, be it resolved the Arch Cape Domestic Water Supply District And Arch Cape Sanitary District hereby agree to the terms set forth in the Intergovernmental Agreement For The Arch Cape Forest Purchase, attached hereto, and authorize execution of the agreement.

Adopted and signed this 20th day of November, 2020.



Daniel J. Seifer, President

Attest



Manager Report
July 21st, 2022

WATER DISTRICT:

The Water plant distributed 1.7 million gallons to town in June

The new Water Treatment Plant membranes were installed this week and are running well. Westech still needs to make some programming changes required by Oregon Health Authority, which will be completed in the near future.

The order for the new Kamstrup water meters has been placed with Correct Equipment. The order was placed before the end of June, and therefore will not see a price increase. The meters should ship to us in December or January.

The Asbury Creek Intake has been opened up for the season and is now in service. Bob McEwan Construction also removed sediment from the Asbury intake and the backwash pond with their vacuor.

The Asbury Creek pedestrian bridge will have the water line attached to it the week of 7/25. This should not require any water service interruption since the valves have already been installed. Once this is completed, the bridge contractor will complete paving on each side of the bridge.

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

		June	2022
Total Hours	350.00	160.50	189.50
Percentage Split		46%	54%
Total Accounts	641	295	346
Percentage Split		46%	54%

SANITARY DISTRICT:

We received 7.5” of rainfall in June and the plant received 4.6 million gallons of influent.

I’ve been working on the grant application for the Webb Lift Station to submit to Oregon Dept. of Emergency Management for potential FEMA funding. OEM has gotten an application extension from FEMA for projects, so we have a couple more months before it is due to OEM.

Staff cleared brush along the road to the biosolids site and did as much mowing as the tractor would allow. A combination of the very wet Spring and our tractor being in for maintenance led to the grass growing to heights that our John Deere could not mow through. Thoreson Excavation was able to knock down one field with their brush cutting arm but could not do the rest. I’m contacting another contractor for the other two fields. In the meantime, Ed’s Septic hauled biosolids this week. We’ll get the beds mowed down short, and hopefully be able to land apply well into October if the weather permits.

A Power Outage occurred on July 13th for approximately 8 hours. All generators were deployed to the lift stations.

To: Arch Cape Water District Board

From: Arch Cape Community Interest Group

Date: July 13, 2022

Subject: Correspondence-related Agenda Item for July 21st Board Meeting (per Policy 16-03 WD)

On behalf of the Arch Cape Community, during one of the two Correspondence-related Agenda items of the July 21st Board Meeting, we ask that the Board read this Correspondence as part of the Agenda, take the requested actions and document in the Minutes the Board's response to each requested action.

Since the below issues are of interest/concern to the Arch Cape Community, (as the owners of the Watershed we have a vested interest in how it is managed/operating and carry its financial liability), we formally request that the Board;

1. As part of the ongoing public meeting process, review and vote to approve ANY publication, press release, promotional information, interview, video or similar that relates to OUR Watershed. This will act as a check and balance to avoid unnecessary/unintended promotion of the Watershed until such time as a final decision about Public Access has been made.
 - Will the Board honor this request? Yes/No?
 - If No, please explain why.

2. Confirm that they have instructed the AC Forest Advisory Committee to consider and integrate the Recreational Use Survey results into their deliberations about Public Access and to actively reach out to and included feedback from the broader Arch Cape Community in their recommendations.
 - Is this confirmed Yes/No?
 - If No, please explain why.

3. Have the District's legal counsel draft a legal opinion letter, that will be available to the Community, about whether a District formed under ORS 264 can apply resources to recreation. This will insure that due diligence has been done by the district that will prevent any unnecessary work being done and will mitigate the risk of future litigation.
 - Will the Board honor this request? Yes/No?
 - If No, please explain why.

4. Work with NCLC to identify and put reasonable restrictions around the following; a) who at NCLC will have access to gate keys for bringing motorized vehicles onto Watershed roads,

b) the number/frequency of NCLC's intended tours/guest visits , c) the number of vehicles per tour/guest visit, d) the seasonality of tours/guest visits, and e) the specific roads across the Watershed that will be used for tours/guest/visits, f) any public access during logging events.

- Will the Board honor this request? Yes/No?
- If No, please explain why.

5. Confirm that the Board has instructed Ben Hayes, contract Forester, to update the financial operation plans as described below and to make available to the community electronic versions of all related Excel spreadsheets containing all detail line information (to include comparable data that was made available to the previous Finance Committee)

- a. A logging scenario year-by-year through 2035,
 - i. stand-by-stand forest inventory data (similar to what was available from EFM under the NDA), along with harvest projections and pro-formas
 - ii. logging prescriptions for first two cuts
 - iii. anticipated log sales prices and costs for first two cuts with projected revenue and net revenue
 - iv. any and all non-logging revenue line items, e.g., donations, tax levies, grants, etc., with revenue amounts
 - v. designation of the application of Covid relief funds to allowed costs
 - vi. one-time infrastructure improvements to be done, e.g., Roads, tsi, with confirmed costs
 - vii. recurring operating line items and with confirmed costs for each
 - viii. annual inflation rate

- b. A no-logging scenario year-by-year through 2035
 - i. stand-by-stand forest inventory data (similar to what was available from EFM under the NDA),
 - ii. any and non-logging revenue line items, e.g., donations, tax levies, grants, etc., with revenue amounts
 - iii. designation of the application of Covid relief funds to allowed costs
 - iv. one-time infrastructure improvements to be done, e.g., Roads, tsi, with confirmed costs
 - v. recurring operating line items and with confirmed costs for each
 - vi. annual inflation rate

- Is this confirmed Yes/No?
- If No, please explain why.
- If Yes, by what date will this be available to the community?