

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT MINUTES

18 December 2020

A ZOOM video teleconference meeting was held due to the COVID-19 pandemic. A quorum was present

Water Board: Dan Seifer, President
Debra Birkby, Vice-President & Treasurer
Linda Murray
Nadia Gardner

Excused Absent: Lauren Ahlgren

Sanitary Board: Darr Tindall (non-voting)
Chris Anderson (non-voting)
Carl Matson (non-voting)
Bill Campbell (non-voting)

Public: Stuart Sandler
David Stockton
Jeannie Stockton

Staff: Phil Chick, District Manager
Steve Hill

Mr. Dan Seifer opened the meeting at 6:40pm. He said that it may be recorded. Mr. Hill conducted a roll call of those in attendance. Mr. Seifer indicated the virtual meeting was being conducted in accordance with guidelines issued for the corona virus and said that those needing technical assistance should contact Mr. Chick at 503-739-2348.

Public Comments: None

Agenda: Ms. Murray moved acceptance of the agenda which was seconded by Ms. Gardner. All in favor. Motion carried.

Consent Agenda: Ms. Murray moved approval of the consent agenda less October minutes which was seconded by Ms. Birkby. All in favor. Motion carried.

Old Business:

Arch Cape Forest (ACF): Ms. Murray said she was sorry that timing was too tight to reach out for end of year donations. Ms. Gardner offered her thanks to Ms. Birkby for her challenge to board members to match her \$1K donation to the ACF. She further offered that donations are not made for a tax write off but people give because they care.

Website Posting of Ordinances & Resolutions: Mr. Seifer reported that Mr. Hill was examining the possibility of adding ordinance and resolution posting on the website to join policies for ease of access.

Forestry Consulting Contract: (Action) A general discussion ensued on accepting Mr. Ben Hayes' (Springboard Forestry) contract in developing a multi-use plan for the property as required by the Forest Legacy Program. It was acknowledged that if Mr. Hayes were to work to full completion of a Forest Stewardship Plan that an additional 80 – 120 hours in work would be required on top of the \$10K in the contract for an estimated additional \$10K – 15K contract extension.

Ms. Birkby moved the award of a forestry consulting contract not to exceed \$10K to Springboard Forestry as presented which was seconded by Ms. Murray. All in favor. Motion carried.

Covid-19 Emergency – Accounts Receivable Report: (Information) Mr. Hill reported that accounts receivable were in good condition.

New Business: None.

Reports:

District Managers Report and Correspondence for Action: (attached)

Treasurer's Report: Ms. Birkby reported no balancing at this time.

Board of Directors' Comments and Reports: Ms. Murray suggested that you give your family a forest for Christmas. Mr. Seifer thanked Heather Newman and Chris Anderson for our first town hall and wished everyone to stay safe and have happy holidays.

January Agenda Items: (Information) Levy and public hearing, and Advisory Committee.

Election Filing Status: Mr. Seifer requested Mr. Hill to forward position filing status to the full board.

Public Comment: Mr. David Stockton offered his thanks for all that the board is doing.

The meeting was adjourned by Mr. Dan Seifer at 7:00 pm.

Respectfully submitted,



Steve Hill

Attest


Mr. Dan Seifer, President

FORESTRY CONSULTING SERVICES AGREEMENT

This Forestry Consulting Services Agreement (this "**Agreement**"), dated as of the last date on the signature line (the "**Effective Date**"), is by and between Springboard Forestry LLC, an Oregon Limited Liability Company (LLC), with offices located at 30151 NW Timber Rd, Timber, OR 97144 ("**Springboard**") and party named in the signature line ("**Customer**" and together with Springboard, the "**Parties**", and each a "**Party**").

BACKGROUND

Springboard has the capability and capacity to provide certain forestry consulting services, and Customer desires to retain Springboard to provide such services, and Springboard 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, Springboard and Customer agree as follows:

1. Services. Springboard 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 SOWs may be entered into between the parties.

2. Springboard Obligations. Springboard 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 Springboard. Customer shall reimburse Springboard for reasonable expenses itemized and incurred in accordance with the SOW. Springboard 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 Springboard'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. Springboard 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 Springboard for instructions, information or approvals required by Springboard to provide the Services.

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

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

4.4 Upon Springboard's written request, take all steps necessary, including obtaining any required licenses or consents, to prevent delays in Springboard'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 Springboard 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 Springboard. 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 Springboard for other and future use and shall continue to be owned by Springboard. Springboard 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 Springboard 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, 7.3 below.

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 breach. 7.3 Notwithstanding anything to the contrary in Section 0, Springboard 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 Springboard, and shall then be liable to Springboard for the payment of all cost and expenses reasonably incurred by Springboard in the performance of the Services prior to receipt of such notice.

8. Insurance & Limitation of Liability.

8.1 Springboard 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 SPRINGBOARD'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 ALL STATEMENTS OF WORK PLUS SPRINGBOARD'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

ArchCape,Oregon 97102

Notice to Springboard:

Springboard Forestry LLC

Attention: Benjamin Hayes
615 SE Spokane St.
Portland, OR 97202

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. Springboard may assign any of its rights or delegate any of its obligations to 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. 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. Clatsop County, Oregon.

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

SPRINGBOARD FORESTRY LLC

CUSTOMER: Arch Cape Domestic Water Supply District

By: _____

By: _____

Name & Title: Benjamin Hayes

Name & Title: Daniel J. Seifer, President

Date: _____

Date: _____

ATTACHED EXHIBITS:

- **EXHIBIT A - INITIAL STATEMENT OF WORK**

EXHIBIT A

INITIAL STATEMENT OF WORK

SCOPE OF SERVICES:The purpose or goal of this SOW is to assist the Arch Cape Domestic Water Supply District with the Arch Cape Forest project. Springboard will provide ongoing support for the financial review, due diligence, appraisal process, and other acquisition tasks as needed. This includes attendance at Advisory Committee meetings as requested, attendance and presentations to the board, and engagement in the public and district processes associated with forest acquisition. This scope of work commenced on Dec. 1 2020.

Engagement and assistance with public meetings

DELIVERABLES: Springboard will provide deliverables as part of this scope of work, including involvement in the public advisory process facilitated by Sustainable Northwest. The documents are intended to establish forest management practices for the Arch Cape Forest.

Forest Management Practices and Procedures document followed by Forest Management Plan. Springboard Forestry would generate a document outlining intended uses, practices, and procedures for the ACWD forest. This includes silvicultural systems, harvest areas, public access, road maintenance and use, stream buffers, and processes for timber sales. This initial document would reflect the outcomes of the advisory group process. Since the property is not acquired yet, this document would be a cheaper way to establish forest practices before writing a full Forest Stewardship Plan. A Forest Stewardship Plan would be required once the property was in ACWD ownership, but cost would be decreased by having the Forest Management Practices document adopted by the Board. SOW, which is limited to the Forest Management Practices and Procedures document, is estimated to require 60-80 hours in addition to public meetings, for a total contract not to exceed \$10,000.

Option:At Customer's option Springboard will continue and would generate a complete Multi-Resource Management Plan (also called a Forest Management Plan or Stewardship Plan) over the coming 10-12 months. The plan would be designed to comply with Forest Stewardship Council certification and U.S. Department of Agriculture Forest Service Forest Legacy Program grant requirements. In addition to many of the policies outlined above, this option includes fine detail descriptions of the forest and treatment schedules with individual units identified for a period of 10 years. The plan would include, but not be limited to the following sections:

Section 1 - Summary and Overview

Introduction/Executive Summary

Purpose

Background & History

Property Overview

Maps

Section 2 - Goals & Objectives

Outcomes of the public advisory process

Indigenous uses / engagement

Management Policies

Section 3- Property Description

Legal Description/Ownership

General Property Description

Topography

Timber Stands Description

Property Ownership/Tax Description

Soils

Mineral Resources

Fish /Wildlife, Hydrology & Habitat

Invasive Species

Inventory

Roads (Private/public, Wayfinding/access issues)

Public Access/Public Engagement

Recreational Uses

Section 4 - Stands Description

Section 5- Prescribed Management Activities

Researching and writing a full Forest Stewardship Plan is estimated to require an additional 80-120 hours in addition to public meetings. Public meetings associated with a Forest Stewardship Plan can dramatically increase overall time requirements. Do not exceed for a full plan (with option) would be an additional \$10,000-15,000.

FEES:

Customer shall pay Springboard an hourly rate of \$95 plus mileage reimbursed at 55c / mile, not to exceed a contract total of \$10,000, (or with option , \$20,000-25,000).

Manager Report December 18th, 2020

Water:

The water plant distributed 1.1 Million Gallons to town in November.

The office interior was painted.

I've been jamming in various online trainings for my Water Certification, which is up for renewal at the end of the year. Unfortunately, the Oregon Health Authority Drinking Water Program is giving no grace period to operators that did not want to take the risk of going to in-person trainings during the past 10 months of the pandemic.

The SDAO annual conference is being held virtually this year February 3-4, 2021. The event is being held at no cost to members. There are always excellent sessions offered at this conference. I especially encourage anyone to attend who has not yet attended one of these trainings, since there's no travel or cost involved and you can do it next to your own cozy wood stove. I will send a reminder email out soon, with registration instructions. Registration is required by January 25th.

MONTHLY LOG : ARCH CAPE WATER & SANITARY DISTRICTS

November 2020

Total Hours	336.00	154.25	181.75
Percentage Split		46%	54%
Total Accounts	637	293	344
Percentage Split		46%	54%