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Laura Zentner, CPA  
Deputy Director  
**BUSINESS AND COMMUNITY SERVICES**  
Development Services Building  
150 Beaver Creek Road, Oregon City, OR 97045

November 12, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Oregon Department of Forestry Grant Agreement  
Cooperative Pilot Project Phase 1 Feasibility Study

<b>Purpose/Outcomes</b>	Provides for Business and Community Services - Ag and Forest Economic Development division to carry out the services necessary to determine the feasibility of developing a Clackamas County Forestry Products Cooperative as a pilot project for the state as authorized in HB2984.
<b>Dollar Amount and Fiscal Impact</b>	This grant awards \$400,000 to Clackamas County to carry out the project. Business and Community Services is in the process of preparing a supplemental budget to add the grant and expenditure authority to the fiscal year 2015-2016 budget.
<b>Funding Source</b>	State of Oregon – HB2984
<b>Safety Impact</b>	None
<b>Duration</b>	This project is expected to begin in December 2015 and run through June 2017.
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Rick Gruen, Agriculture and Forest Economic Development Manager, x4345
<b>Contract No.</b>	ODF/Clackamas County Forestry Products Cooperative

**BACKGROUND:**

During the 2015 legislative session, Representative Julie Parrish (R-Tualatin/West Linn) introduced, and the Oregon Legislature passed, HB 2984. The bill provides for Clackamas County to conduct a pilot project determining the feasibility of a Clackamas Forestry Product Cooperative Program, otherwise known as the Clackamas Urban Lumber Program. The goal of the project is to develop a statewide model for Oregon counties to promote economic development through the establishment of Urban Lumber Cooperatives. If determined feasible, these Cooperatives would oversee the sustainable commercial production and marketing of specialty lumber products on non-forest lands in urban areas in order to promote economic development and new public revenues for local communities. This innovative concept has the potential to yield significant benefits for Clackamas County, its cities, and the State of Oregon.

**RECOMMENDATION:**

County Counsel has reviewed the grant award documents and has approved as to form. Staff recommends the Board approve the Oregon Department of Forestry Cooperative Pilot Project Phase 1 Feasibility Study.

Respectfully submitted,

Laura Zentner,  
Deputy Director of Business and Community Services

**GRANT AGREEMENT FOR CLACKAMAS COUNTY FORESTRY PRODUCT  
COOPERATIVE PILOT PROJECT PHASE 1 FEASIBILITY STUDY  
BETWEEN  
OREGON DEPT. OF FORESTRY  
AND  
CLACKAMAS COUNTY**

THIS GRANT AGREEMENT for the Clackamas County Forestry Product Cooperative Pilot Phase 1 Feasibility Study ("Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between Oregon Dept. of Forestry ("ODF"), a department of the State of Oregon Government, and Clackamas County ("COUNTY"), an Oregon municipal corporation (collectively, the "Parties" and individually "Party").

**RECITALS**

- A. HB 2984 (2015) provides for COUNTY to carry out the services necessary to determine the feasibility of developing a Clackamas County Forestry Products Cooperative as a pilot project beginning with the signing of this Agreement and reporting back to the Oregon State Legislature by June 30, 2017. ("Agreement Period").
- B. ODF has been designated by Oregon State Legislature through HB 2984 (2015) as the oversight state agency that would direct the state allocated funding to COUNTY.

NOW, THEREFORE, the Parties agree as follows:

**TERMS**

1. Grant Award. The County agrees to perform the project described in the Statement of Work, attached as Exhibit A, and as specified in this Agreement. In return ODF agrees to provide the payment for actual costs of expenditures identified in this agreement according to the Grant Budget, attached as Exhibit B.

The Grantee agrees that funds provided by the Legislature will be used only for the work identified in this Agreement.

2. Statement of Work. County agrees to accomplish the work described in Exhibit A attached hereto and by this reference made a part thereof.
3. Term. The term of this Agreement shall commence with the signing of this agreement by all Parties and expire in June 30, 2017 with the final report due to ODF before September 30, 2017.
4. Records Maintenance and Access.
  - a. County will retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the grant moneys or the project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following termination or expiration of this Agreement. If there are unresolved audit questions or litigation at the end of the six-year period, Grantee will retain the records until the questions or litigation is resolved.
  - b. County will document the expenditure of all grant moneys disbursed by ODF under this Agreement. Grantee will create and maintain all expenditure records in accordance with

generally accepted accounting principles and in sufficient detail to permit ODF to verify how the grant moneys were expended.

- c. The Secretary of State's Office of the State of Oregon and their duly authorized representatives will have access to the books, documents, papers and records of County that are directly related to this Agreement, the grant moneys provided hereunder, or the project for the purpose of making audits and examinations.
5. Payment. This grant is to reimburse the County for actual expenditures incurred pursuant to this Agreement through the end of the Agreement Period. Advance payments each made in the amount of \$100,000 or in an amount requested by the County not to exceed a total of \$400,000 will be made under this award. Requests to receive an advanced payment shall be submitted to ODF. These requests will be accompanied by an accounting of the actual expenses incurred as a result of the previous advance on the form provided in Exhibit C with the exception of the first request that would not have documentation of expenses. Allowable expenditures will be those approved in (1) the initial Statement of Work or Budget, or (2) in subsequent approved modifications to these documents. If County receives an advance payment and subsequently requests another advance payment, then the request must clearly demonstrate that the previously advanced funds have been substantially expended, at least 80%, before ODF can approve the request for payment and issue another advance.
6. Reporting. COUNTY shall provide ODF with quarterly reporting of funds expended and project summaries of progress. Quarters will be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports are due within 30 days from the end of a quarter.
7. Award Closeout. The County will submit to ODF all financial performance and related reports required by the terms of the agreement within 90 days following the date of expiration or termination of this grant.
  - a. Any funds advanced but not spent upon expiration of this award shall be returned to ODF within 90 days of the expiration date of this Agreement unless the Legislature provides for an extension of fund availability.
  - b. A final progress report describing the tasks completed and final outcomes of the completed project including program model documents identified in HB 8984 Section 5 will be submitted to ODF.
8. Public Domain Information. The project funded by this grant will determine the feasibility to produce a program model that other counties wanting to promote economic development by using cooperatives to provide for the commercial production and marketing of forestry products from non-forest lands can use. The County acknowledges that all program model information developed from Agreement funds will become public information subject to the requirements of ORS 192.410 to 192.505.
9. Modification Provisions. The terms of this Agreement may be modified by mutual agreement of the Parties. Any modification shall be in writing, shall refer specifically to this Agreement, and shall be executed by the Parties.
10. Termination of Agreement. This Agreement may be terminated:
  - a. At any time by mutual written consent of all parties;
  - b. Upon written notice by ODF to County for County's failure to perform any provision of this Agreement;

- c. Upon 30 days written notice to County by ODF as directed by the Legislature for any other reason specified in writing; or
  - d. At any time, upon written notice by the ODF, if ODF lacks sufficient funding, appropriations, limitations, allotments, or other expenditure authority to allow ODF, in the exercise of its reasonable administrative discretion, to disburse the grant funds.
11. Compliance with Laws. County agrees to comply with all state and federal laws in the execution of this project.
  12. Defense and Indemnification. Subject to the Oregon Constitution and the limits of the Oregon Tort Claims Act, each Party agrees to hold harmless, defend, and indemnify the other Party, its officers, employees and agents against any and all claims, demands, actions or suits (including all attorneys' fees and costs) arising from this Agreement where the claim, suit, action, loss, damage, injury or liability is attributable to the acts or omissions of the indemnifying Party, its officers, employees or agents.

Nothing in this section shall require a Party to indemnify the other Party from liability arising from the sole negligence of the other Party, its officers, employees, or agents.

13. Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
14. Consent to Jurisdiction. Any claim, suit or action between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Clackamas County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.
15. Assignment. This Agreement is non-assignable and non-transferrable.
16. Contracting. The COUNTY, at its discretion, may contract portions of its work under this Agreement without the prior written approval of ODF. The COUNTY shall require contractor to agree, as to the portion contracted, to fulfill the obligations of the COUNTY as specified in this Agreement. The COUNTY shall remain obligated for full performance hereunder, and ODF shall incur no obligation other than its obligations to the COUNTY hereunder. The COUNTY agrees that if contractors are employed in the performance of this Agreement, the COUNTY will follow all required public contracting policies and procedures established by the COUNTY.
17. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the intentions of the parties to the maximum extent possible.

18. Integration. This Agreement contains the entire agreement between ODF and the COUNTY and supersedes any, or all, prior written or oral discussions or agreements.
19. Waiver. ODF and the COUNTY shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.
20. Notice. Any notice under this Agreement shall be in writing and shall be effective when actually delivered or when deposited in the mail, addressed to the Parties as follows:

ODF: Peter Daugherty, Chief  
 Private Forests Division  
 Oregon Dept. of Forestry  
 2600 State Street  
 Salem, OR 97310

COUNTY: Rick Gruen, Manager, Clackamas County Parks and Forest,  
 Clackamas County  
 150 Beavercreek Rd  
 Oregon City, OR 97045

Laura Zentner, Deputy Director, Business and  
 Community Services, Clackamas County  
 150 Beavercreek Rd  
 Oregon City, OR 97045

21. Exhibits Attached. The following exhibits are attached and incorporated by reference as part of this Agreement:

Exhibit A	Statement of Work
Exhibit B	Grant Budget
Exhibit C	Advance Form

22. Signatures. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants having the authority to execute this Agreement.

Oregon Dept. of Forestry  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Clackamas County/Business and Community Services  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Exhibit A**  
**Statement of Work**

Clackamas Forestry Product Cooperative Project

Grant Period: July 1, 2015 – June 30, 2017

Grant Amount: \$400,000

Purpose:

The Clackamas Forestry Product Cooperative Project is an urban lumber pilot project. The purpose of the project shall be to develop a cooperative model for Oregon counties to promote economic development using non-forest lands to produce and market forestry products.

During the 2015 legislative session, Rep. Julie Parrish (R-Tualatin/West Linn) introduced, and the Oregon Legislature passed, HB 2984. The bill requires Clackamas County to conduct a pilot project determining the feasibility of a Clackamas Forestry Product Cooperative Program, otherwise known as the Clackamas Urban Lumber Program. This project will take place over the next two years. The goal of the project is to develop a statewide model for counties to establish Urban Lumber Cooperatives. These Cooperatives will oversee the sustainable commercial production and marketing of specialty lumber products on non-forest lands in urban areas in order to promote economic development and new public revenues for local communities.

Currently there is no efficient method of harnessing valuable lumber from trees grown in cities. Typically, a dying/diseased/hazardous tree is cut down and either chipped or used for firewood. Any potential value of the resource for use by specialty hardwood mills is wasted. Alternatively, specialty hardwood trees could provide great economic and environmental benefits if planted and managed with the intention of eventual harvest. This innovative concept has the potential to yield significant benefits for Clackamas County, its cities, and the State of Oregon.

Scope of work:

The pilot is intended to determine the feasibility of a Forestry Product Cooperative and also develop the operation strategies of the program (e.g., governance, technology, and education). No enrollment or harvesting of trees will occur during this study period. Rather, as directed by the Legislature, the County will carry out the following five tasks to determine the feasibility of a Forestry Product Cooperative Program:

1. Feasibility Analysis.

- a. Work will address the long term viability for a Forestry Product Cooperative by conducting economic analyses determining the necessary capacities to grow and sustain the cooperative. Tasks under this section include:
  - i. Determination of log volume and membership enrollment requirements;

- ii. Supply/demand forecast;
  - iii. Pilot Program costs: short and long term revenue streams;
  - iv. Pilot program limitations and opportunities;
  - v. Strategies for short term sustainability: identify revenue streams before 1<sup>st</sup> harvest;
  - vi. Development of a pro forma statement.
- b. Work will be carried out by a contractor under the direction of the Project Coordinator.
  - c. Timeline: January - October, 2016
  - d. Deliverables: Report to Project Coordinator and Urban Lumber Advisory Committee addressing each of the task objectives.

## 2. Governance Structure

- a. Work will define the appropriate cooperative structure to run the Forestry Product Cooperative. Tasks under this section include:
  - i. Organization and registration as formal vs. informal Coop;
  - ii. Solicit stakeholder recommendations regarding cooperative structure and operation;
  - iii. Develop standardized memorandums of understanding setting forth the services provided and the terms of program participation.
- b. Work will be carried out by a contractor under the direction of the Project Coordinator.
- c. Timeline: January - October, 2016
- d. Deliverables: Report to Project Coordinator and Urban Lumber Advisory Committee addressing each of the task objectives.

## 3. Technical

- a. Work will develop the technical requirements for planting, growing, managing and marketing of the trees. Tasks under this section include:
  - i. Design tree enrollment and membership criteria;
  - ii. Identify suitable software system for developing geo tagging process for identification, tracking, growth modeling, mapping, and reporting;
  - iii. Develop program policies and procedures for operations and management;
- b. Work will be carried out by a contractor under the direction of the Project Coordinator.

c. Timeline: January - October, 2016

d. Deliverables:

- i. Identify tree species best suited for use in western Oregon for producing urban forestry products;
- ii. Develop software and/or application to track enrolled trees and growth modeling;
- iii. Determine feasibility of cloud based website for internal and external program use;
- iv. Care instructions and identification of best practices for the production of forestry products;
- v. Means for identifying and monitoring the status of trees in the program;
- vi. Materials for the marketing of, and promoting pilot forestry products cooperative.

#### 4. Education

a. Work will engage urban cities through outreach and education to encourage participation in the pilot project; develop an "Owner's Manual" to guide counties in successful cooperative implementation. Tasks under this section include:

- i. Meetings and interviews with cities; define passive/active participation;
- ii. Meetings with Oregon Dept. of Forestry;
- iii. Identify Advisory Committee member and bring recommendation before Board of County Commissioners;
- iv. Develop opt in participation procedures; develop MOU/IGA with participating cities;
- v. Demo planting or milling logs; outreach presentations/conferences;
- vi. Reconcile the feasibility associated with all project tasks;

b. Work will be carried out by Project Team (Project Coordinator, Project Contractors) under the supervision of the Project Coordinator.

c. Timeline: January 2016 - June, 2017

d. Deliverables:

- i. Quarterly meetings with Advisory Committee;
- ii. A training document (Owner's Manual) to guide counties in establishing and administering cooperatives for the commercial production and marketing of forestry products on non-forest lands;
- iii. Outreach presentations to cities;

- iv. MOU's with cities;
- v. Final report and project recommendation ("go/no go") to Legislature, Board of County Commissioners;
- vi. Legislative Progress Reports.

**Exhibit B  
Project Budget**

**Budget**

**Feasibility  
Analysis**

	Administrative	Project Coord.	Contractor	Facilitator	
Salary	\$ 944.00	\$ 3,461.99			
Fringe	\$ 502.00	\$ 2,765.06			
Supplies		\$ 666.67			
Travel		\$ 250.00			
Contractual			\$ 45,000		
	\$ 1,446	\$ 7,144	\$ 45,000	-	\$ 53,590

**Governance  
Structure**

	Administrative	Project Coord.	Contractor	Facilitator	
Salary	\$ 944.00	\$ 6,923.97			
Fringe	\$ 502.00	\$ 5,530.13			
Supplies		\$ 1,333.33			
Travel		\$ 500.00			
Contractual			\$ 25,000	\$ 8,000	
	\$ 1,446	\$ 14,287	\$ 25,000	\$ 8,000	\$ 48,733

**Technical**

	Administrative	Project Coord.	Contractor	Facilitator	
Salary	\$ 1,888.00	\$ 6,923.97			
Fringe	\$ 1,004.00	\$ 5,530.13			
Supplies		\$ 1,333.33			
Travel		\$ 500.00			
Contractual			\$ 100,000	\$ 2,000	
	\$ 2,892	\$ 14,287	\$ 100,000	\$ 2,000	\$ 119,179

**Education**

	Administrative	Project Coord	Contractor	Facilitator	
Salary	\$ 13,216.00	48,468			
Fringe	\$ 7,028.00	38,711			
Supplies		9,333			
Travel		3,500			
Contractual				\$ 25,000	
	\$ 20,244	\$ 100,012	\$ -	\$ 25,000	\$ 145,256

<b>Administrative</b>	Administrative	Project Coord.	Contractor	Facilitator	
<b>Salary</b>	\$ 7,244.64	\$ 3,461.99			
<b>Fringe</b>	\$ 3,853.08	\$ 2,765.06			
<b>Supplies</b>		\$ 666.67			
<b>Travel</b>		\$ 250			
<b>Contractual</b>				\$ 15,000	
	\$ 11,098	\$ 7,144	-	\$ 15,000	<b>\$ 33,241</b>

<b>Totals</b>	Administrative	Project Coord.	Contractor	Facilitator	
<b>Salary</b>	\$ 24,237	\$ 69,239.70	-	-	
<b>Fringe</b>	\$ 12,889	\$ 55,301.25	-	-	
<b>Supplies</b>	\$ -	\$ 13,333.33	-	-	
<b>Travel</b>	\$ -	\$ 5,000	-	-	
<b>Contractual</b>	\$ -	\$ -	\$ 170,000	\$ 50,000	
	\$ 37,126	\$ 142,874	\$ 170,000	\$ 50,000	<b>\$ 400,000</b>

Administrative= Project Manager + Finance Team

Note: This budget reflects projected expenses related to the Clackamas County Forest Products Coop Project. Actual expenses may fluctuate among the different pieces of work.

**Exhibit C  
Advance-Reimbursement Form**

<b>CLACKAMAS COUNTY FORESTRY PRODUCTS COOPERATIVE PILOT PROJECT</b>																		
<b>Grant Advance - Reimbursement Forms</b>																		
<b>Grant Advance Request</b>					Request by: _____													
Request #: _____					Date: _____													
Amount Requested: _____																		
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	Start		to		End													
Period of Request																		
<b>Project Tasks to Fund:</b>																		
				<b>Amount Requested:</b>														
				Budgeted \$ this period														
Project Task																		
Feasibility Analysis	\$					-												
Governance Structure	\$					-												
Technical (Owner's Manual)	\$					-												
Education	\$					-												
Administrative	\$					-												
			Totals	\$		-												
<b>Documentation of Expenses</b>																		
					Submitted by: _____													
					Date: _____													
Previous Advance Amount : _____																		
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	Start		to		End													
Previous Request Period																		
<b>Expenses this Period</b>																		
	<b>Feasibility Analysis</b>	<b>Governance Structure</b>	<b>Technical</b>	<b>Education</b>	<b>Admin.</b>	<b>Totals</b>												
Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Fringe	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -												
Amount of previous Advance						\$ -												
Percent expended						0%												
<b>Project Progress</b>																		

## Wolf, Samantha

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**From:** Gruen, Rick  
**Sent:** Wednesday, November 04, 2015 11:05 AM  
**To:** Zentner, Laura  
**Cc:** Wolf, Samantha  
**Subject:** FW: HB2984 \_ Grant Agreement Review Request

Laura,  
Here is Counsel's acceptance of the agreement.

Rick

**Rick Gruen | Manager**  
County Parks & Forest | Ag and Forest Economic Development  
Clackamas County  
150 Beaver Creek Road | Oregon City | OR | 97045  
P: 503.742.4345 | rgruen@clackamas.us

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**From:** Storey, Chris  
**Sent:** Friday, October 23, 2015 3:06 PM  
**To:** Gruen, Rick  
**Cc:** Rastetter, Kathleen  
**Subject:** RE: HB2984 \_ Grant Agreement Review Request

Rick,

I've reviewed the proposed grant and it seems fairly reasonable. So long as you have reviewed and are comfortable with the scope and the proposed project budget, then I don't see a problem. If so, it can go through your normal grant acceptance process.

Chris

Chris Storey  
Assistant County Counsel  
2051 Kaen Road, 4th Floor  
Oregon City, OR 97045  
503 742 4623 Phone

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**From:** Rastetter, Kathleen  
**Sent:** Thursday, October 15, 2015 8:58 AM  
**To:** Storey, Chris  
**Cc:** Gruen, Rick  
**Subject:** FW: HB2984 \_ Grant Agreement Review Request

Can you please review this for them? I'm slammed and won't be able to get to it in that timeframe. Thanks!

KR

Kathleen J. Rastetter

Senior County Counsel  
Clackamas County  
2051 Kaen Road  
Oregon City, OR 97045  
503-742-5398

Our hours are Monday through Thursday 7:00 a.m. to 6:00 p.m.

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**From:** Gruen, Rick  
**Sent:** Wednesday, October 14, 2015 11:43 AM  
**To:** Rastetter, Kathleen  
**Cc:** Zentner, Laura  
**Subject:** HB2984 \_ Grant Agreement Review Request

Hi Kathy,  
We are getting close to moving forward with the feasibility phase of the pilot urban lumber project under HB2984. Laura, Sam and I have met with Oregon Dept. of Forestry to discuss and make edits to the grant agreement. I have attached this for your review (along with supporting Statement of Work and Budget). Do you have time this week to review the grant agreement? Please let know if any changes are needed or if you are good with the grant agreement as written. We've come a long way since we first met with you to review the bill as it was going through the amendment process. Thank you for your help with this.

Regards,

Rick

**Rick Gruen | Manager**  
County Parks & Forest | Ag and Forest Economic Development  
Clackamas County  
150 Beaver Creek Road | Oregon City | OR | 97045  
P: 503.742.4345 | [rgruen@clackamas.us](mailto:rgruen@clackamas.us)

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**From:** Wolf, Samantha  
**Sent:** Wednesday, October 14, 2015 11:31 AM  
**To:** Gruen, Rick  
**Subject:** UL: agreement, statement of work, budget