



CLACKAMAS SOIL AND WATER
CONSERVATION DISTRICT
Celebrating 50 Years of Conservation

Conservation District Seeks Interested Parties for Hay Harvest

The Clackamas Soil and Water Conservation District (District) is seeking an individual or business (Contractor) to harvest hay on District property for a period of two growing seasons in 2025 and 2026.

Professional Services Agreement

The Professional Services Agreement (Attachment A) includes a Scope of Work that outlines expectations for completing the hay harvest. The Contractor will commit to harvesting hay for two growing seasons in 2025 and 2026, with a first and second cut in 2025, followed by a single cut in 2026.

Background

The District owns a 15-acre farm in Beavercreek that contains approximately 6 acres of hayfield that will be harvested under the Professional Services Agreement. Fields to be harvested are West Field (1st cut only), Center Field, Pond Field, Ferguson Field, and potentially a small section along the southern property border (1st cut only). See the map in the Professional Services Agreement for field locations.

To Apply:

Hard copy or electronic submittals will be accepted. Hard copy applications should be dropped off at the District Office: 22055 S Beavercreek Rd., Suite 1, Beavercreek, OR 97004. Electronic applications can be completed and submitted with our online form: <https://conservationdistrict.org/2025/2025-2026-hay-harvest.html> or in pdf format by email to: farm@conservationdistrict.org

Those interested are required to complete a short application (online or as Attachment B) by March 3, 2025. A Contractor will be selected based on the following criteria:

1. Proposed cutting and bale removal schedule (earliest cutting window is preferred)
2. Equipment to be used for the job
3. Demonstrated experience cutting hay (narrative description of past performance)

The District will select the Contractor whose application is most advantageous to the District.

ATTACHMENT A

Clackamas Soil and Water Conservation District

PROFESSIONAL SERVICES AGREEMENT

Conservation Resource Center Hay Harvest

THIS AGREEMENT (“Agreement”) is made and entered into by and between the Clackamas Soil and Water Conservation (“District”), a political subdivision of the State of Oregon, and _____ (“the Contractor”), a private _____, and shall take effect upon signing by the parties hereto.

RECITALS

- A. The District desires to obtain services (“Services”) for the District, and the Contractor is qualified and prepared to provide such Services.
- B. This Agreement establishes the scope of Services to be provided by the Contractor and the compensation for such Services.

AGREEMENT

1. **Engagement; Scope of Work.** The District hereby engages the Contractor for the purpose of providing the Services described in the Scope of Work, which is attached hereto as Exhibit A and incorporated herein by this reference. The Contractor accepts such engagement. This Agreement is non-exclusive. The District may engage other contractors to provide the Services herein described, and the Contractor may provide similar services to persons or entities other than the District.
2. **Term.** This Agreement shall commence upon signature by both parties, and shall terminate on October 31, 2026, unless earlier terminated pursuant to Section 12 of this Agreement.
3. **No Assignment; Delegation.** The Contractor was selected for experience, skills, and abilities unique to the Contractor. Therefore, the Contractor may not assign this Agreement, nor assign any duties under this Agreement, without the express written consent of the District. Contractor may employ subcontractors or employees to assist in performance of Contractor’s duties under this Agreement, but Contractor shall be solely responsible for the performance of such subcontractors or employees and shall indemnify and hold harmless the District for any and all legal obligations associated therewith. Contractor may not delegate discrete tasks outlined in the Scope of Work to employees of the District. Under no circumstances shall Contractor be entitled, or be deemed, to be an employer of such employees for purposes of evaluation, promotion, discipline, discharge, compensation, or any other employment-related duties and obligations.

4. **Independent Contractor.** The Contractor shall be an independent contractor for all purposes. Nothing in this Agreement shall be interpreted to create an employer-employee relationship between the District and the Contractor. The Contractor shall be responsible for any and all required state and federal tax and Social Security withholding and payment for income due or paid to the Contractor under this Agreement, and to Contractor's employees or subcontractors. The Contractor expressly waives any claims against the District's worker's compensation coverage, and in the event of illness or injury to Contractor while performing the Services, contractor's personal health insurance coverage shall be primary. Contractor is solely responsible for any insurance coverage premiums, including worker's compensation coverage, for any employees of the Contractor.

5. **Work Space, Facilities, Equipment.** The Contractor shall be responsible for providing transportation, telephones, and any and all other facilities and equipment necessary to provide Services under this Agreement. The Contractor may lease work space and equipment from the District according to a lease agreement, which shall be separately negotiated. The Contractor is responsible for safeguarding all farming equipment used by Contractor on District property. It is advised that all equipment be locked or taken offsite daily to reduce the risk of vandalism and theft. All equipment for farming, including tractors and implements brought onto District property must be clean, in good working order, free from fluid leaks, and free of invasive species including seeds before entering. The District reserves the right to inspect incoming equipment before use on District property and may deny access if equipment is deemed an invasive species or environmental contamination risk.

6. **Hours of Work.** Except when Services to be provided under this Agreement require the Contractor to work at specified times and locations, the Contractor shall have the discretion to establish the Contractor's hours of work and the method of performing Services. Although the Contractor's work product may be subject to review and approval by the District, the District shall not be responsible for day-to-day supervision of the Contractor in performance of Services under this Agreement.

7. **Compensation.** By mutual agreement of the parties, the Contractor will receive no monetary compensation for Services provided pursuant to this Agreement. Because the Contractor is expected to benefit from the ownership of all harvested hay in designated haying areas as a result of Contractor's Services under this Agreement, this hay ownership comprises the consideration under this Agreement. CSWCD makes no guarantee as to volume, condition, or quality of hay for harvest.

8. **Expenses.** Contractor shall not be reimbursed for expenses and costs incurred while providing services to the District under this agreement.

9. **Insurance.** The Contractor will possess the following insurance coverages prior to entering the property to perform Services:

1. Farm Liability Insurance with minimum limits of \$1,000,000 per occurrence.
2. Auto Liability Insurance with minimum limits of \$500,000 Combined Single Limit.
3. Proof of Worker's Compensation coverage if applicable.

Prior to beginning operations, the above required insurance will be evidenced with a certificate of insurance. In addition, items 1 and 2 above will list Clackamas Soil and Water Conservation District as additional insured on the certificate.

10. **Professional Competency.** The Contractor certifies that he or she: (1) is professionally qualified to perform the Scope of Work described or incorporated by reference in this Agreement; (2) will perform such work in a good and workmanlike manner and in accordance with the highest professional standards; and (3) will, at Contractor's expense, maintain his or her professional competency, qualifications, and any applicable licenses, throughout the duration of this Agreement. Failure to comply with any requirement described in this paragraph shall be grounds for termination by District pursuant to Section 12 of this Agreement.

11. **Disclosure of Records.** This Agreement, and any and all records or other documents pertaining to this Agreement, including Contractor's work products, are public records and may be subject to public disclosure according to state or federal law.

12. **Termination.** This Agreement may be terminated for any reason by either party upon forty-eight (48) hours written notice of termination. Any unharvested crop upon termination will belong to the District.

13. **Indemnification.** The Contractor shall defend, save, hold harmless and indemnify the District, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees and legal costs, arising out of or relating to the Contractor's performance of his or her obligations under this Agreement, provided such claims are not attributable to or the result of intentional acts or omissions of the District.

14. **Prevailing Party Fees.** In the event of suit or action filed to enforce the provisions of this Agreement, including any appeal therefrom, the prevailing party shall be entitled to recover from the other party any and all collection costs and attorney fees incurred.

15. **Compliance with Laws.** In the performance of his or her obligations under this Agreement, the Contractor shall comply with all federal, state, and local laws; permitting procedures; regulations; executive orders; and District rules and regulations applicable to this Agreement.

16. **Modification.** Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

17. **Waiver.** A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

18. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the services described herein.

19. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Oregon. Venue shall be in the Circuit Court for Clackamas County, Oregon.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned agents and the Contractor has executed this Agreement on the date herein above first written.

AGREED to this _____ day of _____, 2025.

CLACKAMAS SOIL AND
WATER CONSERVATION DISTRICT

CONTRACTOR

Manager

Contractor

Print name: _____

Print name: _____

CONTACTS

District Contact:

Jason Faucera
Land Management Program Manager
Clackamas Soil and Water Conservation District
22055 S Beaver Creek Rd., Suite 1
Beaver Creek, Oregon 97004
(503) 998-3525
jfaucera@conservationdistrict.org

Contractor Contact:

Operator Contact:

EXHIBIT A

Scope of Work

District Responsibilities:

The District reserves the right to cut hay or alter the boundaries of the hay land as needed in the best interest of the District. The Contractor understands that the land available for haying may change at any time during the agreement. District is not required to give notice to Contractor prior to completing any maintenance for its ongoing projects or activities. The District will do its best to communicate any changes to the available cutting areas with the Contractor prior to their harvest.

Contractor Responsibilities:

- a. The map below shows the designated haying areas in detail. If Contractor is unsure if they are permitted to hay an area, they must consult with the District prior to proceeding to access and harvest the hay in the questioned area.
- b. Contractor shall cut and harvest all available hay on the District property within the designated haying areas. At no time shall hay be left in bales or stacked in any form outside the designated haying areas. Fields are to be cut clean and continuous with no patchwork cutting allowed. Hay bales must be removed within 10 days of cutting.
- c. Contractor shall obtain access to District premises only through designated gates, crossings, and driveways. Contractor shall only access the District premises during the haying season for the purpose of harvesting hay on the property and is not permitted under this Agreement to access the premises for any other purpose without first seeking permission from the District.
- d. Contractor must complete all first haying operations by July 31, 2024, cutting at the earliest time window in which weather permits. Any first cut hay not removed from the District premises by this date shall become the property of the District, and the District may make arrangements to sell and/or remove the same from the premises.

e. Equipment shall be in good working order and free of outside weed seed and contaminants. Operation of equipment, and the activity of haying, shall leave no trash, debris or cause damage to the property.

f. It is the Contractor's responsibility to inspect field conditions prior to entry to the property. The District is not responsible for any damage to contractor equipment due to field conditions.

g. A second cutting of hay may be available 4-6 weeks after the first cutting in years where the District supplements precipitation with irrigation. This second cutting would likely only occur on Center, Ferguson, and Pond Fields, and would exclude West Field and any other areas where harvest is permitted. The Contractor is expected to conduct the second cutting if it is available. It is likely a second cut will occur in 2025 but not in 2026.

Conservation Resource Center



Legend

- Roads
- ▭ Taxlots
- ▭ Conservation Resource Center

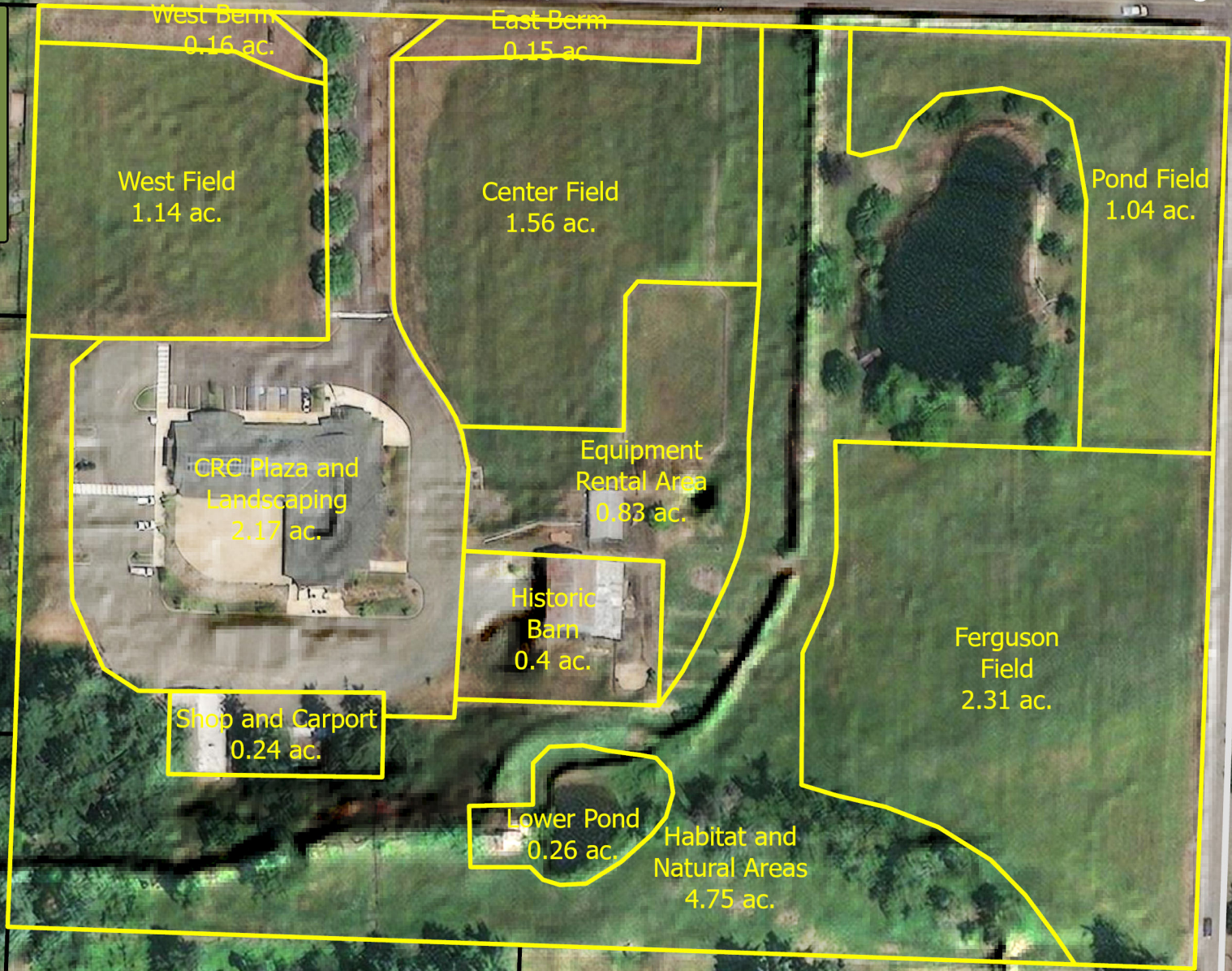


EXHIBIT B



ATTACHMENT B



**CLACKAMAS SOIL AND WATER
CONSERVATION DISTRICT**
Celebrating 50 Years of Conservation

2025-26 Beaver Creek Farm Hay Harvest Application

Applicants interested in cutting the hay fields at our Beaver Creek Farm must submit an application by 4:30pm on Monday, March 3rd. An electronic form can be found on our website:

<https://conservationdistrict.org/2025/2025-2026-hay-harvest.html>

Incomplete applications will be removed from consideration. Required fields are marked with a red asterisk *

* Applicant Name:
Business Name (if contract will be conducted under a business entity):
Name of Authorized Signer for Business (if different from applicant name):
* Applicant or Business Address:
* Email:
* Phone:

Please answer the following three required questions. Applications will be evaluated based on responses.

1. * Please propose a general timeline for hay cutting relative to the first available weather window. CSWCD prefers that hay be cut and removed as soon as conditions allow.

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22055 S. Beaver Creek Rd. Ste. 1, Beaver Creek, OR 97004
Ph: 503.210.6000; conservationdistrict.org

