



**CITY OF LAKE OSWEGO**

**Exercise of Right of Renewal and  
Amendment No. 4  
To Non-Standard Personal Service Contract**

**Community Supported Agriculture (CSA)  
Program Operation at Luscher Farm**

RECEIVED

MAR 08 2021

4:50 pm

BY: BT

This is an exercise of the Option to Renew and an Amendment to the Contract by and between the City of Lake Oswego (hereinafter City), and Laura Masterson, now doing business under the registered name of 47<sup>TH</sup> AVENUE FARMS, hereinafter called "Contractor," which was previously entered into on May 6, 2014 ("Contract"); and

Whereas, Section 2 of the Contract allows the City to exercise the right of renewal of the Contract upon 30 days' notice prior to expiration of the Contract; and

Whereas, the original expiration of the Contract was October 31, 2020, but Amendment 2 extended the Date of Completion to December 31, 2020, and Amendment 3 extended the Date of Completion to January 31, 2021; and

Whereas, during the period of extensions the Contractor proposed amendment to the Scope of Work and the parties were in negotiation with the understanding that the date for exercise of the Right to Renew was concurrently extended through the negotiation period; and

Whereas, the City does wish to renew the Contract pursuant to Section 2, as permitted, for one time for a period of three years; and

Whereas, the parties wish to amend the Contract to add additional Scope of Work and Payment Provisions to the Contract;

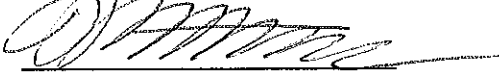
WITNESSETH:

1. The Recitals above are incorporated herein.
2. The Contractor waives the 30-day notice requirement for the City to exercise the right of renewal, and the City does hereby exercise the right to renew the contract for the three-year period, with the Contract therefore ending January 31, 2024.
3. The Scope of Work is hereby amended to add the following: See Exhibit A, with the Paragraph 3 option initialed by Contractor and therefore amended as initialed.

All other provisions of the Contract referenced above shall remain in full force and effect.

//[Signatures on Next Page]

47<sup>th</sup> Avenue Farms, an abn of Laura Masterson



Name: Laura Masterson

Date: 3-5-21

CITY OF LAKE OSWEGO



Ivan Anderholm, Director of Parks & Recreation

Date: 3/15/2021

Public Contracting Officer

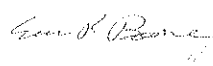
380 A Avenue

P.O. Box 369

Lake Oswego, OR 97034

Date Authorized by Council: not applicable.

APPROVED AS TO FORM:



Digitally signed by Evan P. Boone  
DN: cn=Evan P. Boone, o=City of Lake  
Oswego, ou=City Attorney's Office,  
email=eboone@d.lakeoswego.or.us, c=US  
Date: 2021.03.04 15:29:29 -08'00'

Evan P. Boone

Deputy City Attorney

Ver. 1006

Exhibit A: 47<sup>th</sup> Avenue Farm

Payment Schedule:

Add as an additional Section D the following:

D. Commercial Use (Contractor to Initial One of the Options)

Option 1: cm Restaurant and other non-CSA or non-Farm Crop sales used for commercial purposes: Contractor shall provide annual financial report of revenues from restaurant and other non-CSA and non-Farm Crop sales grown by Contractor's farm operations at the Luscher Farm production area. Contractor agrees to pay 1% of the gross revenues collected from these sales on or prior to May 1 (May 2 of the prior year to May 1 of the current year) shall be paid no later than May 31<sup>st</sup> each year.

-OR-

Option 2: \_\_\_\_\_ Produce grown at Luscher Farm may not be used for any commercial purposes, including but not limited to sales to restaurants, grocery stores or other sales outside of the CSA or Farm Crop Sales.

Removal of Designated Work Area Terms: Whereas, the parties wish to amend the following section to reflect the actual practice of the parties, which the parties have found to be satisfactory:

- A. Removal of Section H (L): Contractor is no longer responsible for maintenance of approximately 240 sq. ft. of native species growing for open spaces program propagated by city staff from October 15 through January 15 each year in the greenhouse.
- B. Removal of Section H (2): Contractor is no longer responsible for maintaining Fruit Trees in exchange for harvesting fruit and using for CSA share distribution.

Dear Mr. [Name],

I am writing to you regarding the [Topic] of your [Document/Project].

The information provided in your [Document/Project] is [Description].

It is important to note that [Key Point].

We have reviewed the [Document/Project] and [Action].

Our findings indicate that [Conclusion].

We recommend that you [Recommendation].

Please contact us if you have any questions.

Sincerely,  
[Signature]

[Name]  
[Title]  
[Organization]

[Address]  
[City, State, Zip]  
[Phone Number]