

MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 23, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

See Zoom Meeting Info on Page 2

AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on issues not on the agenda
3. **Open Agenda:** The Board may introduce subjects not already on the agenda
4. **Consent Calendar**
 - a. Accounts Payable and Payroll Payables
 - b. Mutual Aid Agreements for Vaccination Services between Morrow and Umatilla Counties
 - c. **Sheriff Station 2 Contract with Allstott Construction**
5. **Business Items**
 - a. Updated Defined Benefit Retirement Plan Documents (Kate Knop, Finance Director)
 - b. Purchase Pre-Authorization Request, Survey Equipment (Matt Kenny, Surveyor)
 - c. **CARES Funds Update and Progress Report (Commissioner Doherty)**
 - d. Review Columbia River Enterprise Zone III Draft Intergovernmental Agreements
 - e. Compensation Board Discussion (Lindsay Grogan, Human Resources Manager)
 - f. Emergency Operations Center Update
 - i. **COVID Pay Extension (Lindsay Grogan)**
 - ii. Morrow County Wilkinson Arena
 - g. Irrigon Building Update (Darrell Green, Administrator)
6. **Department Reports**
 - a. Road Department Monthly Report
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

Agendas are available every Friday on our website (www.co.morrow.or.us/boc under "Upcoming Events"). Meeting Packets can also be found the following Monday.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to Roberta Lutcher at (541) 676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this

publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, Administrator at (541) 676-2529.

Zoom Meeting Information

Join Zoom Meeting: <https://zoom.us/j/5416762546>

PASSWORD: 97836 Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only:

- 1-346-248-7799, Meeting ID: 541 676 2546#
- 1-669-900-6833, Meeting ID: 541 676 2546#
- 1-312-626-6799, Meeting ID: 541-676-2546#
- 1-929-436-2866, Meeting ID: 541-676-2546#
- 1-253-215-8782, Meeting ID: 541-676-2546#
- 1-301-715-8592, Meeting ID: 541-676-2546#

MUTUAL AID AGREEMENT FOR VACCINATION SERVICES

1.0 BACKGROUND

WHEREAS, UMATILLA COUNTY, OREGON (“County”) and those community parties signing this agreement, have agreed to work in cooperation for the provision of vaccination services in Umatilla County; and

WHEREAS, the parties desire to plan for providing vaccination services in Umatilla County areas in the event the demand for such services exceed the ability of the a county to provide the services; and

WHEREAS, it is desirable that each of the parties hereto should voluntarily assist each other in the providing of vaccination services and facilities; and

WHEREAS, it is necessary and desirable that a cooperative agreement be executed for the interchange of such mutual aid on an as needed basis.

2.0 AGREEMENT

The parties, in consideration of the matters and things set out in this document, agree to provide mutual public health assistance under the terms of this agreement.

3.0 DEFINITIONS

3.1 “Party” means any of the entities named in the preamble, or signing this mutual aid agreement. This agreement may be signed in multiple counterparts.

3.2 “Requesting Party” means the entity in need of or requesting assistance.

3.3 “Assisting Party” means the other entity responding to a request or a need for assistance.

4.0 PURPOSE

4.1 The purpose of this agreement is to obtain maximum efficiency in cooperative public health operations through mutual aid and assistance in the event of need for vaccination services within Umatilla County or any situation that may require additional personnel, equipment or material not available to a party.

4.2 In all instances of assistance, any Party may render any such assistance as it can give consistent within its own needs at the time.

4.3 In all instances of assistance, a Party may at any time at its discretion, withdraw such assistance.

5.0 REQUEST PROCEDURE

5.1 Requests for mutual aid shall be made through presently established communication systems.

5.2 Emergency requests for assistance shall be directed to the senior ranking officer on duty with a Party.

5.3 Requests for assistance involving major occurrences which may require a large number of employees, resources or a considerable expenditure of time, shall be made to the manager of a Party.

6.0 RESPONSE

6.1 Upon request when available, an Assisting Party will provide equipment, material and personnel, to the Requesting Party.

6.2 A Party has the right to determine priority for providing the equipment, the material and the personnel to the other party under this agreement.

6.3 The Assisting Party will advise the Requesting Party immediately in the event all or some of the requested equipment, material or personnel is not available.

7.0 CONTROL

7.1 The Requesting Party shall have and exercise general control in directing the services under this agreement; however, the commanding officer for a Party shall be responsible for exercising exclusive control over its personnel and equipment in response to the general directions of the Requesting Party.

7.2 The Requesting Party will assign, at the earliest convenience, personnel to advise those responding of administrative and procedural requirements within the jurisdiction of the occurrence.

8.0 EQUIPMENT and SUPPLIES

8.1 In rendering mutual assistance, a Party shall be responsible for the provision and maintenance of its own equipment, materials and supplies, except in cases of emergency where it appears to the officers or employees immediately involved that the sharing or use of equipment, owned or furnished by another party or parties, is necessary or proper.

8.2 All equipment and unused material provided under this agreement shall be returned to the Assisting Party upon release by the Requesting Party or on demand by the Assisting Party.

8.3 Any compensation for the use of the equipment will be at the Assisting Party's established rental rate.

8.4 Any equipment shall be returned in the same condition, reasonable wear and tear excepted.

8.5 Compensation for damages to equipment occurring during the emergency incident shall be paid by the Requesting Party, subject to the following limitations: (A) Maximum liability shall not exceed the cost of repair or cost of replacement, whichever is less; (B) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident; (C) Requesting Party will not be liable for damaged caused by the neglect of the Assisting Party's operators.

8.6 Compensation for damages will be paid within 30 days after presentation of bills by Assisting Party.

8.7 Reimbursement for supplies will be at cost.

9.0 PERSONNEL

9.1 Each party will remain fully responsible as employer for all taxes, assessments, fees, wages, workers' compensation and other direct and indirect compensation and benefits with respect to its own employees.

9.2 Each party will insure its own employees as required by Oregon law.

10.0 IMPLEMENTATION

Appropriate officials of the parties may promulgate such written operational procedures in implementation of this agreement as to them appear desirable.

11.0 DATA SHARING

If the parties will be data sharing information under this agreement, such information may include Protected Health Information. In that event, a separate agreement will be made regarding the use of any Protected Health Information.

12.0 REPORTS

After occurrences wherein assistance was required and given, all participating parties shall

make an interchange of all reports arising out of such operation; provided, however, that nothing in this section shall purport to waive, limit or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

13.0 INDEMNIFICATION

13.1 To the extent permitted and limited by the Oregon Constitution and the Oregon Torts Claim Act, each Party will responsible for its actions and those action of its employees, and will indemnify any other party against liability for damage to life or property arising from the indemnifying party's own activities under this agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of its own employees or agents.

13.2 Each party will cooperate reasonably and in good faith in the investigation and defense of all tort claims.

13.3 Nothing in this agreement shall be construed as a waiver or relinquishment by any party of any defense, immunity or privilege that otherwise may be available under the laws of Oregon.

13.4 All powers, all of the privileges and immunities from liability, exceptions from law, ordinances and rules, all pension, relief disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees when performing their respective functions within the territorial limits of their respective political subdivisions, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorial under the provisions of this agreement.

14.0 DURATION

14.1 This agreement shall be effective upon the execution of one original by the parties, and upon one signed copy being deposited with the keeper of records of each of the parties.

14.2 This agreement shall remain in full force and effect until midnight, December 31, 2021, or as otherwise provided by the laws governing the parties to this agreement.

15.0 TERMINATION

15.1 This agreement may be voluntarily terminated in whole or in part by a party giving 10 days written notice to the other party.

15.2 Upon such termination, all property not owned by a terminating party, which is in its custody or possession, shall be forthwith returned to the party owning the same or to whom possession shall be given.

16.0 JOINT OPERATIONS INCLUDED

Any joint public health operations, in which the facilities, equipment or personnel of any of the parties to this agreement are utilized, shall be deemed within the purview of this agreement and shall be subject to all its provisions, unless otherwise provided by a specific agreement among the parties.

IN WITNESS WHEREOF, the parties executed this agreement by and through their respective consents and through their respective officers duly authorized.

UMATILLA COUNTY

By _____
Chair, Board of Commissioners

COMMUNITY PARTNER

By _____
Name of Signer _____
Entity _____
Date _____

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WHEREAS, it is desirable that each of the parties hereto should voluntarily assist each other in the providing of vaccination services and facilities; and

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16.0 JOINT OPERATIONS INCLUDED

Any joint public health operations, in which the facilities, equipment or personnel of any of the parties to this agreement are utilized, shall be deemed within the purview of this agreement and shall be subject to all its provisions, unless otherwise provided by a specific agreement among the parties.

IN WITNESS WHEREOF, the parties executed this agreement by and through their respective consents and through their respective officers duly authorized.

MORROW COUNTY

By _____
Chair, Board of Commissioners

COMMUNITY PARTNER

By _____
Name of Signer _____
Entity _____
Date _____

**CONTRACT
MORROW COUNTY
SHERIFF STATION 2 PROJECT**

THIS CONTRACT, made and entered into in this ____ day of _____, 2020 by and between MORROW COUNTY, hereinafter called "County" and ALLSTOTT CONSTRUCTION, LLC, hereinafter called "Contractor."

WITNESSETH:

That the said Contractor, in consideration of the sums to be paid by the County in the manner and at the time herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor and do all things in accordance with the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith, and in accordance with such alterations or modifications of the same as may be made by the County.

That the applicable Plans, the applicable Specifications, the Bidding Documents bound herewith and the BID SCHEDULE containing the contract prices bound herewith are hereby specifically referred to and by this reference made a part hereof, and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

That the Contractor shall faithfully complete and perform all the obligation of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the County. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon.

In consideration of the faithful performance of all of the obligations, both general and special, herein set out, and in consideration of the faithful performance of the work as set forth in this contract, the applicable Plans, the applicable Specifications, the Bidding Documents, and Bid Schedule, containing the contract prices, and all general and detailed specifications and plans which are a part hereof, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, taking into consideration any amounts that may be deductible under the terms of the contract, and to make such payments in the manner and at the times provided in the Bidding documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts completed as determined by the contract documents.

The Contractor will not be liable for failure or delay to perform obligation under this agreement, which have become practicably impossible because of circumstances beyond the Contractors reasonable control. Such circumstances include without limitation natural disasters or acts of God;

acts of terrorism; war; government acts or orders; epidemics or pandemics; quarantines; national or regional emergencies. Written notice of the Contractor's failure or delay in performance due to force majeure will be given to the County no later than 5 business days following the force majeure event commencing. Which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. The completion date under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the contractor's obligation for mutually agreed dates as soon as possible after the force majeure condition ceases to exist.

The Contractor agrees to indemnify and save harmless the County from any and all defects appearing or developing in the materials furnished and the workmanship performed under this contract for a period of one year after the date of final acceptance of the contract work by the County.

The provisions contained in these Contract Documents relating to prevailing wage rates are made a part of this Contract as completely as if the same were fully set forth herein. It is agreed the time limit for substantial completion of the Contract, shall be one hundred sixty-five (165) calendar days after the date of the written Notice to Proceed.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, Liquidated Damages shall be paid at the rate \$250.00 per calendar day.

This Contract may be terminated in the following manner:

- a. at any time by mutual written consent of the parties.
- b. County may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) days notice to Contractor.
- c. This Contract may be terminated at any time by either party should a material breach by the other party remain uncured thirty (30) days after submission of written notice being provided of the breach thereof, or a shorter period of time as may be specified within this Contract or within the applicable Schedule provided to the Contractor by the County.


In the event of termination pursuant to Sections a. or b., Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) which County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to County upon demand.

Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon County request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the Work.

This contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR
ALLSTOTT CONSTRUCTION, LLC

By:  Title: OWNER Date: 12/21/2020

COUNTY
MORROW COUNTY BOARD OF COMMISSIONERS

Date: _____

Melissa Lindsay, Chair

Don Russell, Commissioner

Jim Doherty, Commissioner

APPROVED AS TO FORM:

County Counsel



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5a

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: McGee Wealth Management
Department: Finance
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): 5302
Requested Agenda Date: 12/23/20

McGee Wealth Management - Mercer Merger & Contracts

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading
2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 20 minutes
Purchase Pre-Authorization
Other

[X] N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From:
Through:
Total Contract Amount:
Budget Line:
Does the contract amount exceed \$5,000? [] Yes [X] No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Kate Knop Finance Office *Required for all contracts; other items as appropriate.
Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Enclosed are the McGee Wealth Management letter and contracts including:

1. A letter and consent to assignment of advisory agreement.
2. Investment Advisory Agreement
3. Raymond James Transfer Change Form
4. Statement of Investment Policy and Objectives.

The McGee Wealth Management team presented all forms to the Board of Commissioners at a meeting on December 16, 2020.

2. FISCAL IMPACT:

The Morrow County Retirement Trust, a separate entity from Morrow County, will fund the administrative and service fees.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to approve the McGee Wealth Management documents including:

1. A letter and consent to assignment of advisory agreement.
2. Investment Advisory Agreement
3. Raymond James Transfer Change Form
4. Statement of Investment Policy and Objectives.

Attach additional background documentation as needed.



McGEE WEALTH MANAGEMENT

December 15, 2020

Morrow County Retirement Plan
PO Box 788
Heppner, OR 97836

Dear James, Melissa and Donald, TTEEs,

We have very exciting news to share with you today. McGee Wealth Management, Inc. ("MWM") will be joining Mercer Advisors, one of the nation's first planning-focused advisors, ranked consistently among the largest independent Registered Investment Advisers and financial planning firms in the country. We will be maintaining our custodial relationship with Raymond James with the Independent Advisors Division. Your advisory account numbers do not change, and your MWM advisory team will remain the same. We are pleased to be joining this unique national firm that shares our values and is committed to serving as a fiduciary, putting your interests first.

Our entire team will continue to service your wealth management needs from our current location. Our attention and stewardship of your investments and wealth management will continue without interruption. By adding Mercer Advisors as a national partner, we can provide more family office services and support, a deep bench of multi-disciplinary subject matter experts and a greater choice of custodians. For us, this partnership with Mercer Advisors extends our value proposition to you and simultaneously creates a business continuity strategy.

Mercer Advisors is a larger firm, but not a "large" firm, so you will continue to receive individualized attention and service from us. Mercer Advisors currently has 50+ offices nationwide, staffed by over 450 employees, manages approximately \$20 billion in assets, has been in operation since 1985, and is a recognized leader in our industry.

Detailed financial planning and advice: You will continue to receive comprehensive financial planning and advice which you have come to appreciate with McGee Wealth Management. Under the partnership with Mercer we will have additional resources and subject matter experts should you need them.

Investment Management: Our investment management process and philosophy are very similar between our two firms. We both aim to provide research driven portfolios tailored to your unique needs, risk adjusted returns with cash flow and tax management. Our team will be represented on the Mercer Investment Committee. We are excited to leverage Mercer's 16-member investment committee and their Chartered Financial Analysts (CFA) professionals

Tax planning and strategy implementation / Tax Return Preparation: This innovative Mercer Advisors service provides clients with specific tax advice on the sale of assets and businesses, as well as in the structuring of investment strategies to optimize tax savings. Mercer Advisors also provides tax return preparation services for its clients on a fee for service basis. This is an option for clients, however we will continue to support your current CPA and/or attorney relationship.

Trust and Estate Planning: Mercer Advisors offers complete estate planning and trust services. With an in-house staff of trust and estate planning attorneys and experts, Mercer Advisors' Family Wealth Services team can craft or revise your estate planning documents to bring your life's goals and ambitions up-to-date and protect your legacy. If you are already working with an estate planning attorney, we will continue to support your current relationship.

(503) 597-2222 | www.McGeeWM.com

12455 SW 68th Ave. Portland, Oregon 97223

Securities offered through Raymond James Financial Services, Inc. Member FINRA/SIPC. Investment advisory services offered through McGee Wealth Management, Inc. McGee Wealth Management is not a registered broker dealer and is independent of Raymond James Financial Services.

Trust Management and Planned Giving Services: In addition to Raymond James Trust, Mercer Advisors also offers clients complete corporate trustee services, which include the implementation of investment advice and cash management for younger generations, asset care and bill paying for elderly clients or relatives, and the implementation of planned giving and charitable requests. Mercer Advisors' cadre of Certified Trust Financial Advisors and other trust administration specialists are uniquely suited to handle trust administration, accounting, estate plan education and distribution management, for high net worth and ultra-high net worth clients.

We wholeheartedly believe you will benefit from our decision to join Mercer Advisors; however, you are under no obligation to continue to work with us. The next few paragraphs incorporate required SEC disclosures regarding our merger.

Under the Investment Advisers Act of 1940, the acquisition of MWM by Mercer Global Advisors Inc. (Mercer Advisors) constitutes an "assignment" of your investment advisory agreement ("Advisory Agreement") with MWM. Accordingly, we are seeking your consent to the assignment of your Advisory Agreement, the terms, and benefits of which will continue unchanged following Mercer Advisors' acquisition of MWM.

We are very excited to become part of the Mercer Advisors team. We will discuss the transition in more detail as we go forward and what it means for you. Just give us a call or email us if you would like more information.

Your signature is required to authorize the assignment of the Advisor Agreement from MWM to Mercer Advisors. To wit:

CONSENT TO ASSIGNMENT OF ADVISORY AGREEMENT

I consent to the assignment of my investment advisory agreement with McGee Wealth Management, Inc. (MWM) to Mercer Global Advisors Inc. ("Mercer Advisors") and agree and acknowledge that my advisory agreement shall remain in full force and effect in accordance with its terms following its assignment to Mercer Advisors.


_____	_____	_____	_____
Client Signature	Date	Client Signature	Date
_____		_____	
Print Name		Print Name	
_____	_____		
Client Signature	Date		

Print Name			

I, and everyone at MWM, look forward to continuing to work with you in the future.

Very truly yours,


Judith McGee, CFP®
Chair / CEO


Linette Dobbins, CFP®
President / CCO


Jennifer Currin Guttridge, CFP®
Executive Vice President


Sarah Berry
Vice President

RAYMOND JAMES[®]

New Accounts
Service Center
eSign / Scan / Fax

01221	SEE BELOW	
Form #	Account #	
74M	16H2	6808
Advisor Firm #	Advisor Rep #	Speed Dial #

Accounts carried by Raymond James & Associates, Inc., Member New York Stock Exchange/SIPC

Accounts (In the same household)

Account Number	Account Registration	Account Type and/or ICA Level (as applicable)
51387927	Morrow County Retirement Plan DBP U/A Dtd Jan 1, 1990 Donald E Russell & James Doherty Melissa J Lindsay	32
83611447	Morrow County Retirement Plan DBP U/A Dtd Jan 1, 1990 Donald E Russell, Melissa Lindsay & James Doherty TT	32
78918715	Morrow County Retirement Plan DBP U/A Dtd Jan 1, 1990 Terry K Tallman & Leann Rea & Donald E Russell TTEE	32
78918739	Morrow County Retirement Plan DBP U/A Dtd Jan 1, 1990 Terry K Tallman, Donald E Russell Leann Rea TTEE	32
86424758	Morrow County Retirement Plan DBP U/A Dtd Jul 1, 2016 Morrow County TTEE	32

Change (check and complete all that apply)

FROM Branch # **74M** FA# **16H2** TO Advisor Firm # **M5Z03** Advisor Rep # **MCGEE**

Raymond James & Associates, Inc. ("RJA")
 An independent, non-affiliated registered investment adviser that custodies and clears through the Investment Advisors Division of Raymond James & Associates, Inc. ("RJA-IAD")

Raymond James Financial Services, Inc. Independent Contractors Division ("RJFS-ICD")

Raymond James Financial Services, Inc. Financial Institutions Division ("RJFS-FID")

Account Owner Authorization, Acknowledgements and Signatures

Each account holder must sign below.

Account Owner Authorization

Trading Authorization. You hereby authorize Raymond James to execute trades and engage other investment advisors in your Account at the direction of the Advisor as provided under the terms of your Master Client Agreement with Raymond James, inclusive of any related Account Terms or Service Terms.

Disbursement Authorization. You hereby authorize Raymond James to disburse funds for settlement of securities within your account, or to you personally, as instructed by the Advisor subject to Raymond James' policies and procedures. You authorize Raymond James to make disbursements of funds held in the Account: (1) to banks, broker-dealers, investment companies or other financial institutions to, or for credit to, an account of identical registration, or (2) to you at your address of record. Please note that this option is only effective if the Account Owner has granted the Trading Authorization above. Disbursement Authorization is not available for estates, guardianships, or conservatorship accounts. You understand that any journal made to a third party, ACH or wire disbursement will be subject to a separate written authorization.

Account Owner Authorization, Acknowledgements and Signatures (continued)

Fee Payment Authorization. You hereby authorize Raymond James to pay management fees to the Advisor or to the Advisor's designee or agent from your Account in the amount specified in the Advisor's, or the Advisor's designee's or agent's, invoice or at their instruction. You have authorized the Advisor, the Advisor's designees, and the Advisor's agents in writing, to receive fee payments directly from your Account. Raymond James may rely on invoices submitted by or instructions provided by the Advisor, the Advisor's designee, or the Advisor's agent and will have no responsibility to verify the fee invoice. Raymond James may redeem money market fund shares in your Account to the extent necessary to pay such fees and if your account includes a margin feature, you further authorize Raymond James to loan you the amount of the fees subject to the terms of this agreement governing loans.

Advisor Due Diligence. You acknowledge that you are responsible for the selection and retention of your Advisor and that neither Raymond James nor its affiliates has conducted nor have an obligation to conduct any due diligence about said adviser.

Release of Information Authorization. You hereby authorize Raymond James to send duplicate copies of your trade confirmations, account statements, and any other information about your Account to the Advisor or other parties as the Advisor may direct.

Client Acknowledgements

You hereby certify that you are an authorized signor on the above accounts. Your signature acknowledges the unsolicited request to change the firm and/or broker/dealer on your account(s), as noted above. You understand that this change will not become effective until receipt and processing of this form by RJA and that additional documentation may be required. By signing below, you are requesting and consenting to the transfer of your personal and account information to your IFA's new independent registered investment adviser.

Additionally, if your transfer request involves a change of broker/dealer, you are requesting the prior broker/dealer to transfer your personal and account information to your new broker/dealer. You understand and agree that the availability of certain services and account features may vary at your new firm.

Each account holder must sign below.

By signing below, you acknowledge that you have received, read, understand, and agree to abide by all the terms and conditions set forth in the attached Client Agreement. If you have advisory account(s), your advisory contracts governing such account(s) shall be assigned to your Advisor on the later of: (i) your execution of this form and the processing of same by RJA-IAD, or (ii) your Advisor's registration or your individual investment advisor representative's affiliation with your Advisor, as applicable. Upon assignment, no Raymond James firm (inclusive of RJA, RJFS, or their affiliate Raymond James Financial Services Advisors, Inc.) shall be a party to any such advisory contracts, and such contracts are hereby considered amended as necessary to conform to this Transfer Change Form. You further certify receipt of your Advisor's applicable advisory disclosure documents, e.g. Form ADV Part 2B. Please refer to such documents for additional information. You may also visit the Security and Exchange Commission's Investment Adviser Public Disclosure website located at <https://adviserinfo.sec.gov/> for additional information regarding your Advisor. You understand and agree that any other account documentation or supplemental agreements related to your account(s) are hereby assigned to your new broker/dealer, as applicable, will continue to govern your account, and you consent to the assignment and amendment of your account agreements, as described in this paragraph.

If you would like a copy of any account documentation or agreements, you may contact your financial advisor or Client Services at 1-800-647-7378. **You recognize that the Customer Agreement contains a predispute arbitration clause located on page 13, paragraph 16, as well as other provisions affecting your rights.**

Client Signature	Date	Client Signature (If applicable)	Date
Client Signature (If applicable)	Date	Client Signature (If applicable)	Date
Advisor Representative Signature	Date	Advisor Principal Signature	Date

AN IMPORTANT MESSAGE FROM RAYMOND JAMES

Thank you for opening your account with Raymond James and the Investment Advisors Division.

Your Advisor is independent of Raymond James and is a separately registered investment adviser with the U.S. Securities and Exchange Commission and/or appropriate state regulatory authorities. As an RIA, your Advisor maintains a service relationship with Raymond James for clearance, custody, trade-execution, and certain other technology and back-office services. Your Advisor, and not Raymond James, will provide you with services related to making investments in your account(s).

It is important that you understand the respective responsibilities of your Advisor and Raymond James, which are defined in the Correspondent Account Disclosure Statement provided as part of this booklet.

You'll also find information on how your account is protected, resources and services available to you through your relationship with your Advisor, and the various fees you may be charged for certain services.

If you have any questions about your new account or the responsibilities of your Advisor and Raymond James, please contact your Advisor or Raymond James Client Services at 800.647.7378.

I/we acknowledge and agree that my/our relationship with Raymond James & Associates, Inc. is governed by the provisions of this agreement. Throughout this agreement, "I", "me", "we", "us", "my" and "our" refer to the undersigned and any other actual or beneficial owner of property in this account. "You", "your", "the Firm," "RJA," and "Raymond James" refer to Raymond James & Associates, Inc., member FINRA/SIPC, its affiliates, and any successors to RJA and its affiliates, as well as any introducing brokers, correspondents, and the independent advisers for whom RJA provides correspondent dealer and administrative services, as applicable. The terms "property" and "securities" mean securities of all kinds, monies, options and all other property dealt in by brokerage firms.

Applicable Regulations

(a) I understand and agree that every transaction in my account is subject to the rules or customs in effect at the time of the transaction which, by the terms of the rule or custom, applies to the transaction. These rules or customs include state and federal laws, rules and regulations established by state or federal agencies, the Constitution, rules, customs and usages of the applicable exchange, association, market or clearinghouse or customs and usages of individuals transacting business on the applicable exchange, market or clearinghouse.

(b) If this agreement is incompatible with any rule or custom, or if a rule or custom is changed, this agreement will be automatically modified to conform to the rule or custom. The modification of this agreement shall not affect any of its other provisions.

Orders for Delivery and Settlement

(a) I will designate each order to sell as a "short" sell order or a "long" sell order. A "short" sale means the sale of a security not owned by me. You may, at your sole discretion and without prior notice to me, cover any short sale in my account. I understand that "cover" means the purchase, at the market price, of securities that were previously sold short. When I designate a sale as "long", I am promising to you that I own the security and promising that, if the security is not in your possession when I place the sale order, I will deliver the security to you by the settlement date. If I fail to deliver the security to you by the settlement date, you may purchase the security, at the market price, for my account and hold me responsible for any loss, commission and/or fees.

(b) When I order the purchase of a security, I will make payment to you on or before the settlement date. If I fail to make payment by the settlement date for securities purchased, I authorize you to, at your sole discretion and without notice to me, sell the purchased security or any other securities in my accounts to satisfy the debt and I understand that I will be solely responsible for any resulting loss. Alternatively, if I fail to pay for a security purchased by me by the settlement date, I understand that my account can be charged a late fee.

(c) I agree to pay for all securities purchased in my account by addition of the appropriate cash amount on or before the settlement date. Except for conditional offers for the purchase of new issues, Raymond James reserves the right to require that my account contain available funds in an amount equal to or greater than the purchase price of the securities prior to the trade date. I am responsible for my orders, including any order that may exceed my available funds, and I will not rely on you to reject orders that exceed my purchasing power. If available funds are not available in the account and my order is processed, I must promptly deliver payment to you for receipt on or before the settlement date. If payment is not received by settlement date, or as market conditions warrant at any time before or after settlement, you may in your sole discretion liquidate and close out any and all securities and/or other property in my account initiating the transaction to satisfy my payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. So long as the liquidation of securities and/or other property is not for the benefit of a retirement account or involves the liquidation of securities and/or other property in a retirement account for another account, you may otherwise liquidate securities and other property in one of my accounts to satisfy a payment obligation in another account. In the event my account is liquidated, I will be liable for any losses incurred by Raymond James.

(d) Free-riding (the practice of buying and selling a security in a cash account without valid and timely payment) violates Regulation T of the Federal Reserve Board and may violate other state or federal securities laws and rules. I agree not to engage in any free-riding transactions in my account. If I am found to have engaged in free-riding, regardless of whether the activity resulted in a profit, my accounts may be restricted or closed. I will be responsible for any losses arising out of or relating to any free-riding transactions in my account, but I will not be entitled to retain any profit from free-riding transactions. If I am found to have been free-riding in a transaction that generated a profit, that profit will, to the extent

permitted by law, be forfeited to Raymond James. If I lose money in free-riding transactions that create a debit balance, I am responsible for repaying that debit balance.

(e) In order to complete a short sale of a security that I do not own and maintain a short position, Raymond James must be able to borrow the security. For a short sale of securities that are considered by Raymond James to be "hard to borrow," I acknowledge that I may be charged a fee, including fees associated with the cost that we incur for borrowing the security from an external counterparty or from your internal inventory. I understand that I will be provided with an indicative "borrow rate" for a hard to borrow security at the time I place a short sale order, but the actual "borrow rate" for the security may be different than the indicative rate at the time of delivery and that the borrow rate is subject to change without notice. I understand that if I have an existing open short position in my account, and if that security becomes hard to borrow, I will be charged the relevant hard to borrow "borrow rate" for continuing to hold that open short position. If Raymond James is or subsequently becomes unable to borrow the security that I have sold short, I will be subject to a "buy-in," meaning that Raymond James may purchase the security for my account to cover the short position, and I will be liable for any resulting losses to you.

I authorize Raymond James to register any securities in my account in the name of Raymond James or any other nominee, including sub-custodians, or to cause the securities to be registered in the name of any nominee of a recognized depository clearing organization. My ownership of these securities is reflected in your records. Without limiting any of my rights under this agreement and subject to prior satisfaction of any indebtedness I may have to you, I am entitled to receive physical delivery of fully paid securities from my account. On my written instructions, and on paying any applicable fees, any certificate that is capable of being produced and obtained in physical form will be sent to me on my request.

Fees and Charges

I understand that I will be charged commissions for my orders to buy or sell securities and/or other fees and I understand that your commission and fee rates may be changed with thirty (30) days written notice. I agree to pay the commission and/or fees at the rates in effect at the time. If you must take action against me to collect any outstanding balances or for any other reason relating to my account(s), I agree to pay all costs, including attorney's fees, to do so.

I agree that my account may be debited without prior notice to me for any fees or charges I incur, or any fees or charges related to my account for any transactions or services I receive from you or that you may incur on my behalf. These fees and charges are inclusive of negative interest rates related to foreign currency holdings in my account.

I authorize you to pay management fees to my authorized financial professional(s) from my account. You may rely, without independent verification, on the fee calculation submitted by such authorized financial professional(s) to you to deduct from my account. I understand that it is my responsibility to verify the fee and the accuracy of the fee calculation and that you will not determine whether the fee or the calculation is accurate and appropriate. I indemnify and hold Raymond James and its directors, employees, affiliates, and control persons harmless from all liabilities and costs, including attorneys' fees, that you may incur by relying upon an authorized financial professional's representations or upon the above authorization.

Raymond James, my financial professional(s), or I may terminate any fee deduction authorization at any time by giving written notice to the others, but such termination shall not affect any obligations or liabilities arising prior to termination.

Loans and Collateral

This section applies only to margin, Capital Access Accounts, or if there is a deficit in your account. (a) You may make a loan to me at any time and in any amount you choose, and I understand that any transaction or event resulting in a negative balance in my account acts as a request from me to you for a loan. I understand that you are not obligated to make any loan to me and you may alter the collateral requirements or conditions for loans at any time with or without prior notice to me. I agree to pay interest on any loan or account balance at the rate specified in your Statement of Credit Terms, a copy of which will be sent to me. I understand that from time to time you may change your Statement of Credit Terms, including the interest rate, and I agree to be bound by any revision from its effective date. For purposes of this agreement the legal and statutory rate of interest shall be the rate specified in your Statement of Credit Terms.

(b) As collateral for all loans or any balance due on my account and subject to applicable law, I grant you a security interest in all property held by you or in any of my accounts (which accounts shall each constitute a securities account), whether the property is in your possession now or comes to be in the future. If it is necessary for you to enforce your security interest by the sale of my property, including but not limited to, certificated and uncertificated securities, commercial paper, corporate debt obligations, mutual funds, U.S. government, agency, state, and municipal obligations, documents, instruments, general intangibles, deposit accounts, and cash, including any of the foregoing held in book

entry form, any securities entitlements, any interests in the entries on the books of any securities intermediaries, and any other investment property and financial assets held therein, and any certificates evidencing any of the foregoing together with all renewals, additions, replacements, substitutions, conversions, splits, reductions, subscription rights, dividends, cash warrants, options, distributions of any kind, increases, or profits, and any and all proceeds of any of the foregoing, and you may select which property is to be sold and at what time and price it will be sold and I will not hold you liable for your decisions.

(c) I understand that when I have a loan with you the property in my account or held by you may be used by you as security (either separately or together with other property) for loans you have or may incur in the future with third parties.

(d) I understand that any loan or any balance due on my account is payable on your demand, and you may demand payment of the full amount of any loan or balance due on my account at any time. If any dividend, interest, distribution or similar payment is made to my account, you are authorized to apply the payment to any balance due in my account but not obligated.

(e) I understand that if a cash debit is generated in my account, and I have margin, you are authorized to cover all or a portion of the cash debit by increasing the debit in my margin account.

(f) I understand that my securities may be loaned out to you or loaned out to others.

(g) I understand that I may not borrow any funds from my IRA Custodial Account, or pledge or otherwise use any part of my IRA Custodial Account as collateral or security for a loan. Additionally, no provision of this agreement concerning indemnity, liens, security interests or cross-collateralization shall apply to any account to the extent such application would be in conflict with any provisions of ERISA or the Internal Revenue Code relating to retirement or other tax-favored accounts.

Callable Securities

The allocation procedures of callable securities may be accessed at <http://www.raymondjames.com> or will be provided as a hard copy upon request.

Suitability

From time to time, you may make investment research, investment scenarios, and information available to me or my Financial Professional. I agree and acknowledge that my Financial Professional and I are responsible for the transactions in my Account, including assessing the suitability of transactions for my Account, even if the research and information was used in making investment decisions for my Account.

Trading Authorizations

I authorize you to accept the Advisor's instructions regarding my Account and to take all other actions necessary to carry out the Advisor's instructions. If my Account has a margin feature, you are authorized to accept instructions from the Advisor to trade on margin, to sell short, to borrow securities, to otherwise cause credit to be extended through the Account, and to secure the performance of obligations in the Account with any assets held in the Account. If my Account is authorized for option trading, you are authorized to accept instructions from the Advisor to purchase and sell index participation contracts indexes, up to my approved level of options trading strategy. You may carry out the Advisor's instructions, may rely on Advisor's instructions without obtaining my approval, counter-signature or co-signature. The Advisor's authority will include, without limitation, the following: the authority to give instructions for transactions in securities and financial instruments, including the buying and selling of stocks, bonds, debentures, notes, subscription warrants, stock purchase warrants options (if I have authorized trading options, and only up to my approved level of options trading strategy), mutual fund shares, evidences of indebtedness and any others securities, instruments, or contracts relating to securities, and engage other investment advisers whom I hereby authorize to take the same or similar actions as the Advisor. I authorize you to take any action it deems reasonably necessary to carry out instructions from the Advisor or me. Furthermore, I authorize you, when acting upon the Advisor's instructions, to aggregate transaction orders for my Account with orders from other accounts over which the Advisor (1) has trading authorization or (2) authorization to accept or deliver assets in transactions executed by other broker-dealers where the Advisor has so aggregated orders. I agree that if any such aggregated order is executed in more than one transaction, my portion of the order may be deemed to have been executed at the weighted average of the prices at which all of such transactions were executed.

I understand that you do not provide any warranty as to the availability, accuracy completeness, timeliness, correct sequencing or suitability for a particular purpose of any market data provided to my advisor or to me.

Authorization: Accuracy of Reports

(a) You and my Financial Professional are authorized to act on oral instructions concerning my account and you are not liable for acting on any false oral instructions if the instructions reasonably appeared to you to be genuine. I authorize you to electronically record and monitor any and all conversations between me (or my representative) and you.

(b) I will notify you of any error in a confirmation of order within 4 days of when it is mailed to me. I will notify you of any error in a statement within 10 days of when it is mailed to me. If I do not give you written notification of an error in the time specified above, then I accept the confirmation or statement as correct and I will not later claim the confirmation or statement is incorrect or the transactions shown were unauthorized. I understand that all mail will be sent to the address shown on my New Account Agreement and I will be responsible for receiving mail at that address, unless I give you written notice of a change in address. Account Owners who elect dividend reinvestments (DRIP) or who establish mutual fund periodic payment plans such as Periodic Investment Plans (PIP), Systematic Withdrawal Plans (SWP) or Periodic Exchange Plan (PEP) through Raymond James will not receive trade confirmations when the transaction is executed. I will instead receive confirmation of the transactions on my monthly statement. I understand that Raymond James reserves the right to determine what securities are available for the DRIP and that if there are any material changes to the overall dividend reinvestment program, Raymond James will notify me. If I wish to make changes to my DRIP election, I understand those changes must be made at least two business days prior to the dividend payment date and that any changes made after that time will be applied to the next dividend payment. I understand that when I exit a position on which I have elected the DRIP, the DRIP feature is automatically removed, but can be restated by contacting my Financial Professional. I may contact my Financial Professional to obtain transaction details as early as one business day after my transaction occurs pursuant to my DRIP election. By signing the Account Information and Custodial Agreement, I am authorizing my Financial Professional to take my verbal instructions.

(c) During the period I maintain an account with you or thereafter, you are authorized to obtain credit reports on me from any credit reporting agency, at your expense. If you request me to do so, I will sign a separate authorization allowing the release of credit information to you.

(d) If any of Financial Professional 's employees are associated with a member of an option contracts on securities and securities-related the FINRA, NYSE or affiliate, you are authorized to deliver information concerning my Account to such member upon request.

Authorization to Liquidate Account and Collateral

Upon the death of any of us, or if you otherwise feel it is necessary you may cancel any unexecuted order and you may also purchase securities to cover the sale of securities or sell securities to satisfy any debt. The decision to cancel an order or buy or sell securities in my account is solely at your discretion and the sale or purchase may be performed in any manner you feel reasonable. Each of our estate(s) and each survivor will be liable to you for the full amount of any debt or loss resulting from the completion of transactions initiated prior to your receipt of a written notice of death or incurred in the liquidation of the account or in the adjustment of interests of the respective parties. Any debt or lien assessed against the account following the death of any of us shall be charged fully against the interests of the survivor(s) and the estate of the decedent. This section does not release the decedent's estate from any liability provided in the agreement.

Termination of Authorization

The authorizations I have granted in this Account Information and Custodial Agreement shall remain effective until I or the Advisor have revoked or terminated them. Termination or revocation shall be made by giving notice to you, provided, however, that you reserve the right to require written notice or confirmation. I understand that I may revoke or terminate all authorizations or designations conferred herein at any time. However, such revocation will not affect my obligations resulting from transactions initiated prior to your receipt of such notice. In the event you terminate the relationship with the Advisor, I understand that (1) you will not be obligated to honor any further instructions from the Advisor; (2) I will have exclusive control over, and responsibility for my Account; (3) unless you notify me otherwise, my Account will become a retail brokerage account subject to all terms and conditions applicable thereto, including fees and commissions, investment products and other services available to your retail customers. You will notify me as soon as reasonably possible after such termination. You are not responsible for my investigation and selection of the Advisor.

Introduced Accounts

I agree that since you are acting as a clearing broker for transactions on my account, you are not responsible for the conduct, representations or recommendations of my Advisor, any introducing broker or their respective agents as they are not affiliated with, controlled by, or employed by you. You are carrying the account of the undersigned as clearing broker by arrangement with my Advisor through whose courtesy the account of the undersigned has been introduced to you, then until receipt from the undersigned of written notice to the contrary, **you may accept from my Advisor, any associated introducing broker, or your Advisors representatives, agents and employees, without inquiry or**

investigation by you (a) orders for the purchase or sale in said account of securities and other property on margin or otherwise, **and (b) any other instructions concerning said account.** You shall not be responsible or liable for any acts or omissions of such other broker or its employees.

To the extent that you obtain information related to my risk tolerances for certain investments, my experience as an investor, or the investments I deem suitable for a specific purpose, I acknowledge that the mere collection and possession of any such information does not create a duty on Raymond James to supervise the activities of my Advisor or to limit what Securities or features my Advisor places in or elects for my Accounts.

Joint Accounts

Laws governing joint ownership of property vary from state to state. I understand that I am responsible for verifying that the joint registration I select is valid in my state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of either tenant, the entire interest in the joint account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For tenants in common, joint tenants are responsible for maintaining records of the percent of ownership. You may take instruction from any joint tenants as if from all joint tenants, but you reserve the right to require all parties to authorize a transaction. State laws regulating community property vary. I understand I should consult my own legal advisor on these laws.

(a) If this is a Joint Account, we agree that each of us has the authority to act on behalf of all account owners to: order any transaction involving the account, including transactions that result in a negative account balance; receive any property in the account, including cash withdrawals; receive any communications concerning the account including confirmations and statements; and make or agree to any changes in the account or this agreement, including closing the account. You are not required to verify with other account owners the authority for any instructions received from one of us and you do not need to give notice of any transaction to any owner who did not order the transaction. Each and every account owner shall be individually liable for the full amount of any loan or balance due on this account.

(b) If one of us dies, the survivor(s) will give you immediate written notice of the death of any of us. You may take any action you may feel prudent to protect you from any tax, liability, penalty or loss.

(c) In the event of a dispute between or among account holders, you reserve the right, but are not obligated, to place restrictions on the account.

Account Ownership

For accounts held as Joint Tenants With Rights of Survivorship, upon the death of either party, the entire Account shall invest in and belong to the surviving joint tenant(s). For accounts held as Tenants in Common, each party shall be deemed to own an equal interest in the Account unless otherwise specified, and upon the death of either party, the decedent's interest shall vest in and be distributed to that party's estate. For accounts held as Community Property, all rights shall be governed by applicable state law. For Custodial accounts governed by the Uniform Transfers to Minors Act (UTMA) or the Uniform Gifts to Minors Act (UGMA), I agree that the Account is irrevocably vested in and belongs to the minor, to be used for the sole benefit of the minor, and delivered to the minor promptly upon attaining the age of majority (or other age specified for termination under applicable state law).

Binding on Successors

I understand and agree that this agreement will be binding on my successors (including my executor, heirs or assignees) and I will notify any successor of the agreement's provisions.

Waiver and Modification

I understand that your failure to exercise any right granted by this agreement or to insist on my strict compliance with any obligation under this agreement will not be considered a waiver of that right or obligation. I also understand if you furnish me with notice on one occasion, you are not obligated to provide me with notice in the future. I understand that no provision of this agreement can be waived or modified unless it is done in writing and signed by your Treasurer, Corporate Counsel or Compliance Director. I further understand that you may modify and amend this agreement upon thirty (30) days written notice to me, and my acceptance of such amendment will be deemed effective by my continued use of the services of the account.

Severability

If any provision of this agreement is deemed to be unenforceable for any reason, this will not affect the validity and enforceability of any other provision of this agreement.

Termination

You have the right to terminate any of my accounts, including multiple owner account(s), at any time by notice to me. As part of this termination, you may: (1) de-network any mutual funds I own to be held directly at the mutual fund company; (2) de-link any annuity contract I own to be held directly with the annuity company; (3) deliver any stock I own from my account—shares eligible for registration through Direct Registration Services (DRS) may be delivered to the transfer agent; (4) remove or sell any worthless security from my account; and/or (5) liquidate any securities in my account. Any proceeds from liquidation, along with any cash balance in my account will be sent via check to my address of record.

If your relationship with my Advisor terminates, Raymond James will not be obligated to honor any further instructions from my Advisor, and I will have exclusive control over and responsibility for my account. Unless you notify me otherwise or I provide you with instructions regarding my account, my Account will remain at Raymond James. All investment advisory services will cease and my Account will no longer be assessed the fee; however, any transaction effected subsequent to such termination will be assessed a customary brokerage commission based on Raymond James' standard commission schedule. Raymond James is not responsible for investigating or selecting a new advisor for me if my Advisor's representative(s) servicing my Account terminates his or her relationship with my Advisor, or if my Advisor and Raymond James terminate their relationship.

Unclaimed Property

While laws governing unclaimed or abandoned property vary by state, you must remit client property to the appropriate state authorities if an account has been inactive for a specified period and you are unable to contact the account owner. If an account is abandoned, you will initiate an escheatment process in accordance with the applicable laws.

For this reason and to help ensure the confidentiality of my accounts, I'll be sure to inform my financial advisor of any changes to my personal information, including my correct address. If I change my address or make changes to any other account information, I will contact my financial advisor or Client Services at 800-647-SERV (7378) so that you may update your records.

State unclaimed property laws require you to turn over to the state of last known address (as shown in your records) personal property which is unclaimed by its owner for a set specified period of time. Personal property includes assets in customer accounts (including your account) as well as uncashed dividend checks and other checks payable to me. In general, personal property is considered unclaimed if I have not performed at least one of the following activities within the period set by the state:

- Made a deposit, trade or withdrawal in my account,
- Written to or otherwise contacted you about my account, or
- Otherwise shown an interest in my account.

Before you turn over the assets in my account to the state, you will, as required by law, send a notice to the address I currently show on my account statement. I may recover unclaimed property turned over to a state by contacting that state.

Uncashed Client Checks

Client checks that are not cashed within 120 days of issuance (90 days for standard check age plus 30 days hold period) will be redeposited to the originating client account, unless said check is for a de minimus amount (currently \$20). If the amount is less than the de minimus amount, the uncashed funds are placed in payable account for potential escheatment. This policy remains in effect and notification is hereby provided in accordance with interpretative guidance under Securities Exchange Act Rule 17AD-17.

Raymond James Cash Sweep Programs

The Raymond James Cash Sweep Program is a service that allows me to earn interest on cash awaiting investment in my account. Raymond James & Associates, Inc. (RJA), offers a deposit sweep for eligible Raymond James accounts called the Raymond James Bank Deposit Program ("RJBDP," which includes both a multi-bank sweep option where my funds may be swept to up to 20 banks, and RJBDP, with Raymond James Bank, N.A., as the only bank to which my funds would be swept "RJBDP-RJ Bank Only"). In addition, RJA offers a cash feature called the Client Interest Program ("CIP") under which, if I select that feature in an eligible account, RJA will pay me the same interest rate as I would receive if I selected RJBDP. Because CIP is an option for some accounts to earn interest on funds awaiting investment, you are including CIP in the Cash Sweep Program. You refer to both RJBDP (including RJBDP-RJ Bank Only) and CIP as "sweep options" in your agreements with me. In addition, you offer RJBDP with CIP as the excess funds option – my

cash is first deposited into banks under the RJBDP up to the lower of the maximum amount that may be eligible for FDIC insurance coverage or the amount the banks are willing to accept, and then additional funds go into CIP. Please note that RJA may change the products available under the Cash Sweep Program.

My account type determines which of the sweep options are available to me for each account:

- Non-Retirement Account Options: RJBDP or CIP.
- Accounts subject to ERISA and IRAs in Advisory Accounts: RJBDP-RJ Bank Only.
- IRAs in non-Advisory Accounts (i.e., brokerage IRAs): RJBDP.

The Cash Sweep Program and the different options under it, including their terms and conditions, are further described in the Cash Sweep Program section of the Important Client Information disclosures, which is included in my account opening materials and which is also available at raymondjames.com/legal-disclosures, or if I would prefer to receive a paper copy, I may contact Raymond James Client Services at 800-647-7378 or my financial advisor. For additional information about the Cash Sweep Program, I can visit www.raymondjames.com/cash_sweep.htm.

By entering into this Agreement, I consent to having free credit balances in my Raymond James account included in the Raymond James Cash Sweep Program. If I open additional accounts, I direct that (a) RJBDP with CIP be utilized for Non-Retirement Accounts, (b) RJBDP-RJ Bank Only be utilized for accounts subject to ERISA and IRAs in Advisory Accounts, and (c) RJBDP be used for IRAs in non-Advisory Accounts. I may change my sweep option (if more than one sweep option is available for my account type) at any time by contacting my financial advisor.

If I sweep to RJBDP, I acknowledge that (a) the overall amount of potential FDIC insurance protection for which I may be eligible will vary depending upon the number of banks that are accepting RJBDP cash at any point in time; and (b) I am solely responsible for monitoring the total amount of deposits I have at each program bank in order to determine the extent of FDIC insurance coverage that may be available to me, and that Raymond James is not responsible for any insured or uninsured portion of my deposits at any of the program banks, including Raymond James Bank, N.A.

Any cash coming into my Raymond James account – whether from a deposit by me, a dividend or interest payment, proceeds from the sale of a security, or otherwise – will be held in the sweep option in which my account is enrolled until I (or the discretionary manager, if my account is managed) make a decision to use the cash for investment or other purpose. It is important that I monitor the amount of funds in my sweep option, and consider other options I may have for investment of those funds. Maintaining funds in my sweep option does not constitute or imply a recommendation by Raymond James that my funds should remain in my sweep option. My financial advisor can discuss with me options other than or in addition to the Cash Sweep Program for my assets.

For purposes of my relationship with Raymond James, an “Advisory Account” means an account that I open that is advised or sub-advised by Raymond James (inclusive of RJCS managers) available through a fee-based account program offered by or through Raymond James.

Extraordinary Events

You shall not be liable for losses caused directly or indirectly by any condition not within your exclusive control, including government restrictions, exchange or market rulings, suspension of trading, war, strikes or extreme market volatility or trading volumes.

Restrictions

You may, in your sole discretion, prohibit or restrict trading of securities, substitution of securities, or deposits or disbursements of securities, cash or currency, in any of my accounts, inclusive of rejecting an order for purchase, sale or liquidation.

Raymond James may place trading, disbursement, service or other restrictions on my account for reasons including court order, tax levy or garnishment, request of a government agency or law enforcement authority, a debit balance or margin deficiency in my account, or in the event of a dispute between joint account holders, or for other reasons. Raymond James may be required to liquidate or close out securities and other property in my account to satisfy any such court order, garnishment, tax levy or other legal obligation. You will not be held liable for any losses that arise out of or relate to any such transaction. I agree to indemnify and hold you harmless from and against any losses you may incur in taking such actions.

Choice of Law

This agreement and any accounts opened hereunder shall be construed, interpreted and the rights of the parties shall be determined in accordance with federal law and, to the extent not preempted thereby, the internal laws of the State of Florida (without referencing Choice of Law provisions of Florida or any other state).

My Representations

I represent that I am of the age of majority according to the laws of my state of residence. I further represent that I am not an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority. ("FINRA"), or of a bank, trust company or insurance company unless I notify you to that effect. If I become so employed, I agree to notify you promptly. I also represent that no persons other than those signing this agreement have an interest in the account.

I authorize Raymond James, and its affiliates, to communicate with my Trusted Contact(s) in the event there are questions or concerns regarding my health status, including concerns about my mental capacity, my ability to manage my financial affairs and/or if Raymond James has reason to believe I am being financially exploited. This authorization applies to any current or future account(s) I may maintain at Raymond James.

Specifically, I authorize Raymond James to:

- discuss with any Trusted Contact(s), which individual may be an immediate family member, close personal friend, attorney, accountant or clergy, among any others that I so authorize, any concerns or observations regarding my mental capacity or ability to make reasonable decisions about my financial affairs. Such communications will not specifically disclose any information about my Raymond James securities account(s), investments or other personally identifiable information;
- discuss with my Trusted Contact(s) whether any individual(s) has/have legal authority to act on my behalf;
- communicate with any individual(s) who claim(s) to have legal authority to act on my behalf to determine whether such individual(s) have such authority; and
- discuss facts or circumstances surrounding Raymond James' belief that I am subject to financial exploitation or a scam.

I understand that there is no requirement that Raymond James reach out to one or more of my Trusted Contact(s), unless specifically required, and that I may withdraw this Trusted Contact Authorization at any time by notifying Raymond James in writing. I understand that should Raymond James decide to reach out to a designated Trusted Contact, they are not obligated to reach out to all designated Trusted Contacts I have provided. Additionally, I understand it is in my best interest to notify my Trusted Contact(s) that they have been designated as such. I, and my heirs, hold Raymond James harmless if my Trusted Contact(s) either act, or fail to act, on my stated preferences based upon my Trusted Contacts own best judgement.

Actions of a Fiduciary

Raymond James is not required to review any action or inaction of a fiduciary, including without limitation, my Advisor, with respect to an account and is not responsible for determining whether a fiduciary's action or inaction satisfies the standard of care applicable to such fiduciary's handling of an account. You are not responsible for determining the validity of a person or entity's status or capacity to serve as a fiduciary. In your sole discretion, you may require additional documentation before permitting a fiduciary on an existing account or when opening a new account. The fiduciary and each account holder agrees to indemnify and hold you harmless from and against any losses arising out of or relating to any act, error or omission of the fiduciary.

If I am acting as a fiduciary for this account, I represent that I have the authority to act by way of a certified resolution, trust agreement, or otherwise, and that the terms of this Agreement do not violate any legal or contractual obligation by which I am bound. I agree to deliver written evidence of my authority to you or my Advisor, if requested. I represent that the risk profile I have provided are within the scope of the investment policies authorized by the governing instrument, and that I am authorized to delegate discretionary investment management authority to an investment manager. Finally, I represent that no persons other than those signing this Agreement have an interest in my Account.

Taxes

I understand and agree that I am solely responsible for the payment of any federal, state, local, and foreign taxes, penalty, or other obligation, if any shall be due, and that Raymond James shall have no liability or responsibility with respect thereto. I further agree and acknowledge that Raymond James does not offer or provide tax advice and I confirm that I have not and will not rely on anyone other than my own counsel or accountants for any advice concerning taxes,

tax liability, or tax obligations with respect to any matters that are related to this Agreement or my relationship with Raymond James.

Raymond James has no responsibility for determining whether any transaction or investment would constitute a prohibited transaction, generate unrelated business taxable income, or constitute a listed transaction or reportable transaction, as any of those foregoing terms are defined in the Internal Revenue Code and regulations thereunder, or to inform me of the consequences and/or reporting requirements with respect to such transactions. You have no responsibility for determining whether an investment made in the account earned income that is deemed to be unrelated business income which is subject to federal income tax, and will not prepare any returns or perform any tax reporting required as a result of liability incurred for tax on unrelated business taxable income. However, to the extent that my account is an IRA and there is potential tax liability for unrelated business taxable income, Raymond James will take the necessary steps to pay the unrelated business taxable income tax from the IRA account by calculating the tax liability and preparing IRS Form 990-T.

I understand I should carefully consider holding tax-advantaged investments in a tax-advantaged account. Tax-exempt investments may become taxable as a distribution upon withdrawal from a tax-advantaged account and distributions may be taxable regardless of the tax-exempt status of the investments held in my account. I should consult my tax advisor for specific guidance.

Unrelated Business Taxable Income (UBTI)

If any assets held in my account generate unrelated business taxable income (UBTI), I have the sole responsibility for reporting such income to the Internal Revenue Service (IRS) and any other tax authorities and for complying with any other tax filing requirements resulting from receipt of such unrelated business taxable income. I agree that Raymond James has no responsibility for such tax reporting and filing, and agree to indemnify and hold Raymond James harmless from any consequences, including penalties assessed by the IRS and any other tax authorities, resulting from receipt of such unrelated business taxable income. I also agree that if my account holds assets that generate unrelated business income, my account at all times will contain liquid funds to pay any tax imposed on unrelated business income at the time such tax obligation becomes due, and that, if necessary to satisfy any such tax obligation, I will liquidate assets or contribute sufficient amounts to the account.

I further agree that to the extent funds are not available, Raymond James is authorized to liquidate any investments in my account necessary to generate the funds needed to satisfy my tax obligations. I understand that, in cases where the annual federal tax due is more than \$500, the IRS requires that quarterly estimated tax payments be made. I understand that Raymond James will make such quarterly payments on behalf of my account only if I direct Raymond James in writing to make these payments, and if I notify Raymond James of the amount I wish Raymond James to pay each quarter.

Backup Tax Withholding; FATCA

If a correct Taxpayer Identification Number is not provided to Raymond James, I may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to me. Backup withholding taxes are sent to the IRS and cannot be refunded by Raymond James. If I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties. The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting, inclusive of, but not limited to: (a) an organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); (b) a corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulation section 1.1472-1(c)(1)(i); (c) a corporation that is a member of the same expanded affiliated group as a corporation described in Regulation section 1.1472-1(c)(1)(i); (d) a trust exempt from tax under section 664 or described in section 4947(a)(1); and (e) a tax exempt trust under a section 403(b) plan or section 457(g) plan. For more information and a full list of the FATCA reporting code exemptions, please see the Instructions for the Requester of Form W-9, available at www.irs.gov/pub/irs-pdf/iw9.pdf.

UTMA or UGMA Accounts

A custodian of an UTMA or UGMA Account is responsible for all activity in the account. Activity resulting from any instructions received from the minor, including placing or attempting to place orders, using or attempting to use a custodian's password to the account or taking delivery or attempting to take delivery of assets of the account, will be deemed to be the actions of the custodian. As the person responsible for the account, the custodian will be held liable for any consequences of such activity, including any losses incurred by you. As custodian for a minor, I agree to indemnify and hold you harmless from and against any losses arising out of relating to any act, error or omission of myself or the minor.

Right to an Attorney

(a) I understand that when I sign this Agreement, it becomes a legally binding contract between you and me. I also understand that this document may alter the rights I might have and may create responsibilities I might otherwise not have had.

(b) I understand that I may, if I wish, consult with an attorney before I sign the Client Agreement and enter into this agreement. In connection with entering into this agreement, you are representing your interests, and not mine. Therefore, to the extent I do not understand any provision of this agreement or its effect, I understand that I should seek the independent advice of an attorney.

Mutual Fund Networking

Networking is an automated communication system used to transmit information between the mutual fund and the broker/dealer, allowing us to reflect fund records on the client brokerage statement. All mutual fund positions will automatically be networked, if eligible, unless we receive written instructions from you specifically stating otherwise.

Payment for Order Flow

SEC Rule 607 of Regulation NMS requires broker/dealers to disclose at account opening and annually thereafter their policies regarding payment for order flow and order routing practices. Raymond James does, from time to time, receive payment for order flow in the form of a payment or a reduction to the fees charged for directing transactions to various market centers or designated broker/dealer intermediaries. This compensation, estimated to total approximately \$2.0 million annually, is received in a number of ways, including direct cash payment of a fraction of a cent per share for equities, and direct cash payments ranging from a fraction of a cent to \$0.34 per contract for options. The source and specific amount of any such compensation are available upon written request.

Additionally, Raymond James acts as a market maker in a number of Over-The-Counter (OTC) securities. As a result of orders directed to these various markets, trading profits or losses may be generated.

Order Routing/Best Execution Disclosure

Absent specific routing instructions from the customer, Raymond James' policy is to route orders to the market center or designated broker/dealer intermediary where it believes that the customer receives the best execution, based on a number of factors. The potential for receipt of order flow payment or trading profits is not a factor in this decision. Raymond James believes, based on prior experience, that Raymond James' order routing practice provides opportunity for the orders to be executed at prices at or better than national best bid or best offer.

NYSE Rule 108(a)

New York Stock Exchange (NYSE) Rule 108(a) allows a specialist to trade on parity with orders in the crowd when the specialist is establishing or increasing its position, as long as floor brokers representing orders in the crowd do not object to such practice. If we or our organization object to a specialist trading on parity with our order to establish or increase its position, the specialist would be obligated to honor such a request and refrain from trading on parity. Please note that we may object to a specialist trading on parity with our order by communicating our objection to our Raymond James representative. Unless we inform you otherwise, Raymond James will handle our orders as if we have no objection to the specialist trading on parity with our order.

FINRA Rule 5320 Disclosure

FINRA Rule 5320 generally prohibits a broker-dealer that accepts and holds an order in any security from its client or a client of another broker-dealer without immediately executing the order from trading that security on the same side of the market for its own account at a price that would satisfy the client order unless it immediately thereafter executes the client order up to the size at the same or better price at which it traded for its own account.

In most cases if Raymond James is trading for its own market making account when holding a client order, this will be discussed with clients on an order-by-order basis and a "trade along" disclosure will be marked on the order ticket.

Arbitration Disclosures

This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

(1) All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(2) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(3) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(4) The arbitrators do not have to explain their reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(5) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

(6) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

(7) The rules of arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied or (ii) the class is decertified or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

Arbitration and Dispute Resolution

(a) Any dispute or controversy, either arising in the future or in existence now, between me and you (including your officers, directors, employees or agents and the introducing broker, if applicable) will be resolved by arbitration conducted before the Financial Industry Regulatory Authority (FINRA), subject to the jurisdiction of the Securities and Exchange Commission (SEC) pursuant to the FINRA Arbitration Code, and in accordance with the Federal Arbitration Act (Title 9 of the United States Code).

(b) A court of competent jurisdiction may enter judgement based on the award rendered by the arbitrators.

(c) Nothing in this agreement shall be deemed to limit or waive the application of any relevant state or federal statute of limitation, repose or other time bar.

Contacting Raymond James

Account owners can obtain information regarding the status of their accounts and access to their funds and securities by contacting their Advisor. If their Advisor is unavailable, account owners can contact Client Services at 1-800-647-7378. Up-to-date information regarding the operating status of the Firm can be obtained from <http://www.raymondjames.com>.

The Firm's business continuity plans are subject to modification. The BCP Disclosure Statement, including any updates or amendments, is available at http://www.raymondjames.com/business_continuity_planning.htm. Hard copies can be obtained upon request by contacting your Raymond James representative.

Prohibition on Use of Account for Internet Gambling or Other Illegal Purposes

I may not use my account to process gambling transactions, or to conduct any other activity that would violate applicable law. If you are uncertain regarding the legality of any transaction, you may refuse the transaction or freeze the amount in question while you investigate the matter.

Investment Central

My financial advisor may, at any time, elect to cease servicing my account and reassign it to Raymond James Investment Central, a team of registered associates. If my account is serviced by Investment Central, I understand and agree that I will no longer have the assistance of a dedicated financial advisor for brokerage recommendations, investment advice, or financial planning. I will not receive the same level of service that a dedicated financial adviser would provide. I further understand and agree that the portions of this Agreement, the Important Client Information, and the Raymond James Client's Bill of Rights referring to the assistance of, advice from, the recommendations of,

communications with, or any other similar services from a financial advisor or an investment adviser shall no longer apply to my account. In addition, Investment Central will not provide me diversification suggestions, suitability and position concentration advice, or recommendations for alternative investment options. I will have access to investment tools, but I will be required to make my own decisions as to the diversification of my portfolio and managing the objectives of my accounts. In addition, if I choose for Investment Central to service my account, I acknowledge and agree to the following additional terms and conditions:

- It is solely my responsibility to determine the suitability of the investments in my brokerage account, and it is my right and responsibility to make changes should the risk and objective of those investments change.
- I must be a self-managed client, and I will be solely and fully responsible for decisions behind all transactions in my account.
- Even if I elect to use a managed account program offered by Raymond James, I am solely responsible for the selection of any such program or any related investment disciplines.

I make my own investment decisions and Raymond James Financial, Inc., and its subsidiaries and their respective employees and advisors are not liable for the decisions, transactions or results of my investment strategies in my account.

Electronic Fund Transfers

In addition to the provisions of this Agreement, the below are applicable to electronic fund transfers ("EFTs") that credit or debit my account and that are subject to Regulation E, the Electronic Fund Transfer Act. For purposes of these disclosures, Raymond James' business days are Monday through Friday, excluding holidays. For EFTs related to a Capital Access Account, I will refer to the expressly applicable language in this Section and my Raymond James Capital Access Account Agreement and Raymond James Capital Access VISA® Platinum Debit Card Agreement.

I may arrange to have deposits made to my account or funds transferred into my account and may also arrange to have charges made to my account or funds transferred out of my account. If I have arranged to have direct deposits made to my account at least once every sixty (60) days from the same person or company, I can call Client Services at 800-647-7378 to find out whether or not the deposit has been made. I also agree that payment for transfers may be made solely by reference to the account number of the recipient and that Raymond James is not obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information. If a preauthorized EFT is rejected for insufficient funds, I may be charged a \$20.00 fee. If Raymond James does not complete a transfer to or from my account on time or in the correct amount according to Raymond James' agreement with me, Raymond James will be liable for my losses or damages. However, there are some exceptions. Raymond James will not be liable, for instance, (i) if, through no fault of Raymond James, I do not have enough money in my account to make the transfer; (ii) if circumstances beyond Raymond James' control (such as fire or flood) prevent the transfer, despite reasonable precautions that Raymond James has taken; (iii) if the transfer would exceed your available margin; or (iv) there may be other exceptions stated in Raymond James agreement with me. Additionally, Raymond James will not be responsible or liable for any consequential, incidental, exemplary, special, punitive, or indirect damages I may suffer as a result of Raymond James' failure to complete a transfer to or from my accounts on time or in the correct amount, or any funds that are otherwise improperly transferred.

Preauthorized EFTs

If I have instructed Raymond James to make regular EFTs out of my account, I may stop such payments by contacting my Advisor, writing to Raymond James at the address located on my account statement, or contacting Client Services at 800-647-7378 no later than three business days before the scheduled date of the EFT. Failure to provide correct and complete information may make it impossible for Raymond James to stop the scheduled transaction. If I instruct Raymond James to discontinue the scheduled EFT and provide correct and complete information at least three business days or more before the transfer is scheduled and Raymond James fails to stop such payment, Raymond James may be liable for my damages. Raymond James may require that written confirmation of a verbal stop payment be provided to it within fourteen (14) days of the date of any telephone stop-payment order. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be.

Unauthorized EFTs

Raymond James will make available to me a monthly account statement provided there is account activity (if there is no account activity, a statement will be available quarterly). I am responsible for reviewing this statement each month and

notifying Raymond James immediately if there are any unauthorized EFTs. Raymond James must hear from me no later than sixty (60) days after Raymond James sends me the first statement on which the error or problem appears. I could lose the entire value of my account, including my available margin, through any unauthorized transfer, so it is important that I notify you immediately if I see an unauthorized EFT in my account activity. If I believe account access information, including as applicable to my Capital Access Account my Card or my PIN, has been lost or stolen, or if I believe there has been an unauthorized charge or unauthorized fund transfer through the use of checking/ACH features of my Capital Access account, my Card or my PIN, I will tell Raymond James at once. Telephoning is the best way of keeping my possible losses down. If I tell Raymond James within two (2) business days after I discover the loss or theft of my account access information, my liability is no more than \$50.00 should someone access my account without my permission. If I do not notify Raymond James within (2) business days after I learn of such loss or theft, and Raymond James can prove that it could have prevented unauthorized use if I had told it, I could be liable for as much as \$500.00. If my monthly statement contains EFTs that I did not authorize, I must notify Raymond James at once. If I do not notify Raymond James within sixty (60) days after the statement was sent to me, I may lose any amount transferred without my authorization after the sixty (60) days, if Raymond James can prove that it could have prevented someone from taking the money if I had told you in time. I am responsible for reviewing my monthly statements and safeguarding my account information. If a good reason, such as a long trip or hospital stay, kept me from telling Raymond James, it may extend the time periods reasonably.

EFT Error Resolution

If I notice an error or have a question about my EFT, I will either call or write to Raymond James as soon as I can using the telephone number or address located on my account statement, I will call Raymond James Client Services at 1-800-647-7378, or I will contact my Advisor if I think my statement is incorrect or if I need more information about a transfer listed on the statement. Raymond James must hear from me no later than sixty (60) days after Raymond James sent the first statement on which the problem or error appeared. I understand I must provide Raymond James with: (i) my name and account number (if any); (ii) a description of the error or the transfer I am unsure about, and explain as clearly as I can why I believe it is an error or why I need more information; and (iii) the dollar amount of the suspected error. If I tell Raymond James orally, it may require that I send the Firm my complaint or question in writing within ten (10) business days.

Raymond James will determine whether an error occurred within ten (10) business days after it hears from me and will correct any error promptly. If Raymond James needs more time, however, it may take up to forty-five (45) days to investigate my complaint or question. If Raymond James decides to do this, it will credit my account within ten (10) business days for the amount you think is in error, so that I will have the use of the money during the time it takes Raymond James to complete its investigation. If Raymond James asks me to put my complaint or question in writing and Raymond James does not receive it within ten (10) business days, you may not credit my account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, Raymond James may take up to ninety (90) days to investigate my complaint or question. For new accounts, Raymond James may take up to twenty (20) business days to credit my account for the amount I think is in error. Raymond James will tell me the results within three (3) business days after completing its investigation. If Raymond James decides that there was no error, it will send me a written explanation. I may ask for copies of the documents that Raymond James used in its investigation.

EFT Disclosure of Information

Raymond James may disclose information to third parties about my account or the transfers I make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence or condition of my account for a third party, such as a credit bureau or merchant; (iii) in order to comply with laws, regulations, government or regulatory agency or court orders; (iv) if I give Raymond James my written permission; or (v) as otherwise disclosed in Raymond James' privacy policy.

Important Information About Procedures for Opening a New Account

To assist the government in its efforts to fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account, or who has the ability to transact, control, influence or manage the account, whether directly or indirectly. What this means for me: When I open an account, you will ask for my name, address, date of birth and other information that will allow you to identify me. You may also ask to see my driver's license, other government-issued photo identification, or other identifying documents. If I am opening an account on behalf of an entity, you will also ask for the entity's legal name, address, tax identification number and other information that will allow you to identify it. You may also ask for copies of business licenses or other documents to evidence the existence and good standing of the entity. My account may be restricted or closed if we cannot obtain and verify this information. Raymond James will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if my account is restricted or closed. Any information I provide to you may be shared with third parties for the purpose of validating my identity and

may be shared for other purposes in accordance with your Privacy Policy. Any information I provide to you may be subject to verification, and I authorize you to obtain a credit report about me at any time. Upon written request, I will be provided the name and address of the credit reporting agency used.

Consolidation of Personal and Account Information

If I have elected to combine my account with those of other members of my household in order to receive consolidated statements, trade confirmations, reports and other communications (which includes regulatory disclosures) from Raymond James, then I authorize Raymond James to send those consolidated statements, reports and other communications by mail to the address of record reported on my account profile; and each such household member agrees that any communication delivered in this way shall be deemed delivered to and shall be binding upon each such household member. If I choose to receive paperless communications, Raymond James will post this information to my account on Client Access, a secure web site located at www.raymondjames.com/clientaccess, and notify me via the email address shown on my account profile.

Deposit, Purchase, Sale, or Transfer of Restricted, Control, or Unregistered Securities

Before instructing Raymond James to deposit, purchase, sell, or transfer securities that are: (a) "restricted securities" or securities of an issuer of which I am an "affiliate" (as those terms are defined in Rule 144 under the Securities Act of 1933); (b) securities that are being bought/sold in reliance on Rule 701, Rule 144A, Regulation D, or Regulation S under said Act; or (c) securities of which I and the issuer or its underwriter have entered into an agreement restricting the transferability of such securities, (the above collectively being "Restricted/Control/Unregistered Securities") I agree to tell Raymond James the status of my Restricted/Control/Unregistered Securities, including any restrictions (including contractual lockup or blackout restrictions) on my ability to deposit, purchase, sell, or transfer such Restricted/Control/Unregistered Securities, and to promptly furnish whatever information and documents Raymond James requests to comply with its regulatory obligations.

I acknowledge that furnishing the necessary information and documents to Raymond James does not constitute an order or instruction to deposit, purchase, sell, or transfer my restricted/control securities, and that I must give a separate order or instruction. I agree that I am responsible for all costs, including the cost to repurchase or resell stock, if I deposit, purchase, sell, or transfer a security that is later found to be restricted or nontransferable.

I further acknowledge that Raymond James may refuse to proceed with an order or instruction relating to, and may not release to me proceeds from the sale of, my Restricted/Control/Unregistered Securities, until Raymond James receives what it, in its sole discretion, consider to be adequate verification that my Restricted/Control/Unregistered Securities may be transferred or transacted in compliance with all relevant law. Because Restricted/Control/Unregistered Securities transactions require special handling, processing my transaction may require several weeks or longer, during which time the price of my Restricted/Control/Unregistered Securities may fluctuate. I agree not to hold Raymond James responsible for market fluctuations that may occur to the market price or settlement of my securities while my transaction is processed. I further agree not to hold Raymond James liable for delays in the purchase or sale (or settlement of such purchase/sale) of my Restricted/Control/Unregistered Securities resulting from the failure of issuer's counsel to issue or approve any necessary legal opinion, the failure of the transfer agent to process my shares, or any other action or failure to act of a third party. I agree not to tender Restricted/Control/Unregistered Securities as collateral for an obligation I owe Raymond James, unless I first obtain Raymond James' prior written approval.

Brokerage Accounts - No Account Monitoring

In a brokerage account or relationship, Raymond James is neither required nor agrees to provide account monitoring services. Although individual financial advisors may consider holdings in my brokerage account or brokerage relationship for purposes of determining whether to provide any recommendations to me, this does not constitute monitoring of that brokerage account or relationship.

Financial Advisor - Capacity

I acknowledge that Raymond James generically refers to all financial professionals who make recommendations or provide investment advice on its behalf as "financial advisors" or "advisors" in firm communications, including, among other things, the Raymond James website (www.raymondjames.com), account forms, account statements, trade confirmations, disclosures, and letters. My financial professional may also use a professional title or designation that does not include the term "advisor" such as "financial professional," "financial consultant," or a similar title. Regardless of my financial professional's title, all recommendations regarding my brokerage account will be made in a broker-dealer capacity, and all investment advice regarding my advisory account will be made in an investment advisory capacity. When my financial professional makes a recommendation or provides investment advice to me, my financial professional will make clear, verbally or in writing, for which account the recommendation or investment advice is being made.

Raymond James Capital Access Account Agreement

This agreement, including the terms and conditions provided by the Raymond James Capital Access VISA® Platinum Debit Card Agreement and its accompanying financial services, sets forth the terms and conditions governing the relationship between Raymond James and its affiliates and the person(s) signing this document (hereinafter referred to as "the client").

Upon opening a Capital Access Account, Raymond James may provide the client with personalized checks and the client may apply for a Capital Access VISA Platinum debit card (the "Card") issued through Raymond James Bank, N.A. A Personal Identification Number ("PIN") will be available to the client for use in conjunction with accessing the Capital Access Account.

In return for these and other services, the client understands and agrees to pay certain fees, including an annual Capital Access Account membership fee. All fees will automatically be charged to the client's account. The client further understands that any additional features selected could incur additional costs.

The client agrees to write checks on a Raymond James Capital Access Account maintained at the Banking Vendor and may use these checks only in conjunction with his or her Capital Access Account and only amounts within authorized limits. The client also understands that Raymond James may reasonably withhold access to his or her funds until it is satisfied that checks placed into the client's account have been collected. Raymond James may satisfy amounts that are owed by the client in connection with his or her Capital Access Account in the following order of priority: from Client Interest Program (CIP), Raymond James Bank Deposit Program (RJBDP), or Raymond James Bank Deposit Program – Raymond James Bank only, if any, held in the account, and should these sources prove insufficient, from a margin loan to the client within the available margin loan value of securities in the client's account (provided this option was chosen and the account was approved for margin). Moreover, the client authorizes the Banking Vendor to honor checks (a) bearing only one signature and (b) bearing a signature with an approved name, a middle initial or a name deleted or added if the Banking Vendor otherwise reasonably believes the signature to be authorized.

The client understands that the Card will allow card transactions to the "Authorization Limit" as defined in the Raymond James Capital Access VISA® Platinum Debit Card Agreement. The client agrees to have sufficient available assets to make payment in full for card transactions as they become available and understands that if he or she has insufficient available assets the card may be suspended or canceled. The client also agrees that the use of any card in connection with his or her Capital Access Account will also be governed by the terms and conditions contained in the Raymond James Capital Access VISA® Platinum Debit Card Agreement that they will receive after the Card application is accepted by Raymond James Bank, N.A. and the Banking Vendor.

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy clients and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Account Description

The Capital Access Account integrates a conventional securities account with a cash management account, which provides a VISA Platinum debit card and check writing services. As part of that account, cash balances awaiting investment may earn interest daily in one or more of the following options: RJBDP, Raymond James Bank Deposit Program – Raymond James Bank only, or CIP.

Termination of a Capital Access Account

The client's participation in the Capital Access Account, or any feature offered in connection with the account, may be terminated at any time by Raymond James or the client. The client, however, shall remain responsible for authorized charges arising before or after termination.

Credit Reports

The client authorizes Raymond James to request a consumer report about him or her from a reporting agency for the purposes of considering the application in the Capital Access Account, reviewing or collecting any account opened for the client, or for any other legitimate business purpose. Upon the client's written request, Raymond James will inform the client of the name and address of each consumer-reporting agency from which it obtained a consumer report, if any, in connection with the client's application or accounts.

Liability

The client agrees that he or she will be personally liable for, and will indemnify Raymond James, Raymond James Bank, N.A. and the Banking Vendor, against any losses in connection with any and all Capital Access transactions (including securities transactions, use of the check writing privilege, the Card and the line of credit), effected by any person signing the Capital Access Account Application or any person to whom the client gives written authority to use his or her Capital Access Account. The client also agrees that he or she will be personally liable for, and will indemnify Raymond James, Raymond James Bank, N.A. and the Banking Vendor, against any losses in connection with the use of signature stamps, preprinted check stock with laser signature, or any other form of facsimile signature.

The client also agrees that no card(s) or checks issued in connection with his or her Capital Access Account can be used directly to purchase securities or any other products or services available through Raymond James or our correspondents.

The client shall at all times be liable for the payment of any amount advanced, any debit balance or other obligations owing in any of his or her accounts with Raymond James, and the client shall be liable to Raymond James for any deficiency remaining in such account(s) in the event of a liquidation thereof, in whole or in part, by the client or Raymond James. The client shall make payments of any such debit balance, obligation, money deficiency, indebtedness, including interest and commissions, upon demand, and any costs of collection, including attorney's fees. It is further understood that Raymond James may request from any service provider or their successor, copies of checks, and/or Visa or Bill Payment drafts processed from the client's Capital Access Account.

Additional Terms and Conditions

The client hereby requests Raymond James to open cash, margin and/or short accounts, the Banking Vendor to issue the checks and Raymond James Bank, N.A. to issue the VISA Platinum debit card(s) in the name(s) set forth on this application. The client agrees to be bound by the terms and conditions of the aforesaid account as currently in effect and as amended from time to time.

For Joint Accounts: This application is made by both clients, as signed, and if approved, account terms and conditions will apply to both clients and both will be jointly and individually liable for any amounts due at any time. Both clients will be bound by their instructions regarding their account, checks or VISA Platinum debit card(s), if applicable, given either jointly or individually.

Raymond James Bank, N.A. and the Banking Vendor reserve all of its rights in connection with the issuance, processing or termination of VISA Platinum debit card(s) and checks.

For Uniform Transfers to Minors Act (UTMA) and Uniform Gifts to Minors Act (UGMA): The Custodian certifies that any and all transactions effectuated and instructions given on the UTMA or UGMA Account will be in full compliance with the Uniform Transfers to Minors Act or Uniform Gifts to Minors Act. Applicable law authorizes the Custodian to make distributions or transfers of the UTMA or UGMA Account funds, by check, debit card, credit card, or other means (including account-to-account transfer(s)) to and for the benefit of the minor. Raymond James shall have no responsibility to assure the proper application of UTMA or UGMA Account funds, securities or other assets by the Custodian.

The Custodian shall indemnify and defend Raymond James against any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award judgement, diminution in value, fine, fee, and penalty, or other charge (including reasonable attorney's fees) arising out of or relating to the following: (i) the act or omission of Raymond James pursuant to the instructions provided by the Custodian and/or the authorization in this Raymond James Capital Access Account Agreement; (ii) any misrepresentation or breach of this Raymond James Capital Access Account Agreement or (iii) this Raymond James Capital Access Account Agreement and the transactions contemplated by it. This indemnity survives the termination of this Raymond James Capital Access Account Agreement and the closing of the UTMA or UGMA Account.

Margin Disclosure Statement

Raymond James is furnishing this information to me to provide some basic facts about purchasing securities on margin, and to alert me to the risks involved with trading securities in a margin account. Before trading stocks in a margin account, I should carefully review the margin agreement provided by my financial . I will consult with my financial regarding any questions or concerns I may have about my margin accounts.

When I purchase securities, I may pay for the securities in full or I may borrow part of the purchase price from Raymond James. If I choose to borrow funds from Raymond James, I will open a margin account with Raymond James. The securities purchased are Raymond James' collateral for the loan to me. If the securities in my account decline in value, so does the value of the collateral supporting my loan, and, as a result, Raymond James can take action, such as issue a margin call and/or sell securities in my account, in order to maintain the required equity in the account.

It is important that I fully understand the risks involved in trading securities on margin. These risks include the following:

- **I can lose more funds than I deposit in the margin account.** A decline in the value of securities that are purchased on margin may require me to provide additional funds to Raymond James to avoid the forced sale of those securities or other securities in my account.
- **Raymond James can force the sale of securities in my account.** If the equity in my account falls below the maintenance margin requirements under the law, or our higher "house" requirements, Raymond James can sell the securities in my account to cover the margin deficiency. I also will be responsible for any shortfall in the account after such a sale.
- **Raymond James can sell my securities without contacting me.** Some investors mistakenly believe that their firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their customers of margin calls, but they are not required to do so. However, even if Raymond James has contacted a customer and provided a specific date by which the customer can meet a margin call, Raymond James can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to me.
- **I am not entitled to choose which security in my margin account is liquidated or sold to meet a margin call.** Because the securities are collateral for the margin loan, Raymond James has the right to decide which security to sell in order to protect its interests.
- **Raymond James can increase its "house" maintenance margin requirements at any time and is not required to provide me with advance written notice.** These changes in policy often take effect immediately and may result in the issuance of a maintenance margin call. My failure to satisfy the call may cause Raymond James to liquidate or sell securities in my account.
- **I am not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to me under certain conditions, I do not have a right to the extension.

FACTS

WHAT DOES RAYMOND JAMES DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and investment experience
- Assets and income
- Account balances and account transactions

When you are **no longer** our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Raymond James chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Raymond James share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing?

Questions?

Call 800-647-7378 or go to www.raymondjames.com

Who we are	
Who is providing this notice?	See the Raymond James U.S. legal entities noted below.
What we do	
How does Raymond James protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, please visit raymondjames.com/privacy_security
How does Raymond James collect my personal information?	We collect your personal information, for example, when you: <ul style="list-style-type: none"> • open an account or perform transactions • make a wire transfer or tell us where to send money • tell us about your investment or retirement portfolio We also collect your personal information from others such as credit bureaus, affiliates and other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes — information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Our affiliates include companies with a Raymond James or an Eagle name.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>Raymond James does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies to provide or market financial products or services to you. <ul style="list-style-type: none"> • <i>Our joint marketing partners may include banks and credit unions.</i>
Other important information	
<p>Financial advisors may change brokerage and/or investment advisory firms, and the nonpublic personal information collected by us and your advisor may be provided to the new firm so your advisor can continue to service your account(s). If you do not want your financial advisor to take or receive this information, please call 800-647-7378 to opt out of this sharing. Opt-in states, such as California and Vermont and others, require your affirmative consent to share your nonpublic information with the financial advisor or the new firm, and in those states you must give your written consent before the advisor can take or receive your nonpublic information. You can withdraw this consent at any time by contacting 800-647-7378.</p> <p>Vermont: In accordance with Vermont law, we will not share information about Vermont residents with companies outside of our corporate family, except as permitted by law, such as with your consent, to service your accounts or to other financial institutions with which we have joint marketing agreements. We will not share information about your creditworthiness within our corporate family except with your authorization or consent, but we may share information about our transactions or experiences with you within our corporate family without your consent.</p>	

California: In accordance with California law, we will not share information we collect about you with companies outside of Raymond James, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide your rewards/benefits. We will limit sharing among our companies to the extent required by California law.

Nevada: In accordance with Nevada law, if you would like to be placed on our Internal Do Not Call List, please call 800-647-7378. For more information, you may contact ClientService@RaymondJames.com or Raymond James Client Services, 880 Carillon Parkway, St. Petersburg, FL 33716, or the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101. Phone number: 1-702-486-3132; email: BCPINFO@ag.state.nv.us.

Raymond James U.S. legal entities

Raymond James Financial, Inc., Raymond James & Associates, Inc., Raymond James Financial Services, Inc., Raymond James Financial Service Advisors, Inc., Eagle Asset Management, Inc., Eagle Fund Distributors, Inc., Eagle Family of Funds, Eagle Fund Services, Inc., and Raymond James Insurance Group, Inc. This notice does not apply to Raymond James Bank, N.A., and Raymond James Trust, N.A., as these affiliates deliver their own privacy notices.



**MC GEE WEALTH
MANAGEMENT**

INVESTMENT ADVISORY AGREEMENT

This Agreement between McGee Wealth Management, Inc. a Registered Investment Adviser ("Adviser") whose principal office is located at 12455 SW 68th Ave., Portland, OR 97223, and Morrow County ("Plan Sponsor") whose principal office is physically located at 100 S. Court St., Heppner, OR 97836 shall be effective the First day of January, 2021. By this Agreement, Client retains Adviser to provide investment management services with respect to The Morrow County Retirement Plan Trust, a Defined Benefit Plan established on July 1, 1966 (the Plan Prior), Rewritten July 1, 1973 and amendments through July 1998 ("Plan") maintained by Plan Sponsor on the following terms:

The Plan Sponsor, as the responsible fiduciary for the Plan (the fiduciary with authority to cause the plan to enter into the arrangement), engages the Adviser to provide the services described in this Agreement.

1. Fiduciary Authority. This Agreement as entered into by the trustees represents that Adviser's investment management strategies, allocation procedures, and investment advisory services are authorized under the applicable plan, trust or law and that the person(s) signing this Agreement has the authority to negotiate and enter into this Agreement. Client will inform Adviser of any event that might affect this authority or the propriety of this Agreement.
2. Services. Adviser agrees to provide the following services (collectively, "Services") to Client, the Plan and the Plan participants:
 - (A) Fiduciary Services: Adviser will perform the Fiduciary Services described in Appendix A.
 - (B) Non-Fiduciary Services: Adviser will perform the Non-Fiduciary Services described in Appendix B.
 - (C) Client acknowledges that Adviser has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or mutual fund windows; participant loans; non-publicly traded partnership interests; other non-publicly traded securities or property (other than collective trusts and similar vehicles); or other hard-to-value or illiquid securities or property (collectively, "Excluded Assets"). The Excluded Assets shall be disregarded in determining the Fees payable to Adviser under this

Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

3. Fees.

- (A) The compensation of the Adviser for the Services is described in Appendix C.
- (B) The Plan is obligated to pay the fees described in Appendix C. However, the Plan Sponsor, at its option, may choose to pay the fees.
- (C) Adviser does not reasonably expect to receive any other compensation, direct or indirect, for its Services under this Agreement. If Adviser receives any other compensation for such services, Adviser will (i) offset that compensation against its stated fees, and (ii) will disclose the amount of such compensation, the services rendered for such compensation, the payer of such compensation and a description of Adviser's arrangement with the payer to Client pursuant to the terms of section 4(C) of this Agreement.

4. Representations of Adviser. Adviser represents as follows:

- (A) It is registered as an investment adviser with its principal office located in Oregon.
- (B) In performing the Fiduciary Services, it is acting as a fiduciary of the Plan under the Employee Retirement Income Security Act ("ERISA") for purposes of providing non-discretionary investment advice only.

5. It will disclose, to the extent required by ERISA Regulation Section 2550.408b-2(c), to Client any change to the information in this Agreement required to be disclosed by Adviser under ERISA Regulation Section 2550.408b-2(c)(1)(iv)(A) through (D) and (G) as soon as practicable, but no later than sixty (60) days from the date on which Adviser is informed of the change (unless such disclosure is precluded due to extraordinary circumstances beyond Adviser's control, in which case the information will be disclosed as soon as practicable). If the responsible plan fiduciary or Plan Administrator requires information related to this agreement and any compensation or fees received in connection with this Agreement in order for the Plan to comply with the reporting and disclosure requirements of Title I of ERISA and the regulations, forms and schedules issued thereunder, it shall make a written request to Adviser reasonably in advance of the due date for such reporting and disclosure. Upon receipt of such written request and in accordance with ERISA Regulation Section 2550.408b-2(c)(1)(vi)(A), Adviser will disclose such information reasonably in advance of such due date, unless such disclosure is precluded due to extraordinary circumstances beyond the Adviser's control, in which case the information will be disclosed as soon as

practicable. If Adviser makes an unintentional error or omission in disclosing the information required under ERISA Regulation Section 2550.408b-2(c)(1)(iv), a change to such information as described in section 4(C) hereof and disclosed pursuant to ERISA Regulation Section 2550.408b-2(c)(1)(v)(B), or information required under ERISA Regulation Section 2550.408b-2(c)(1)(vi) as described in section 4(D) hereof, Adviser will disclose to Client the corrected information as soon as practicable, but no later than thirty (30) days from the date on which Adviser learns of such error or omission.

6. Client Acknowledgements. Client acknowledges that:

- (A) It has retained, and will exercise, final decision-making authority and responsibility for the implementation of any recommendations or advice rendered to Client by Adviser.
- (B) Client hereby directs Adviser as to whether investments should pay, directly or indirectly, amounts to or on behalf of the Plan to cover all or most of the expenses of the Plan.

It is the intention of the Client not to bear any of the cost of the investment management of the Plan. Accordingly, when rendering Fiduciary Services, Adviser. Asset management fees will be deducted from the plan assets.

- (C) In performing the Non-Fiduciary Services, Adviser is not acting as a fiduciary of the Plan as defined in ERISA.
- (D) In performing both Non-Fiduciary Services and Fiduciary Services, Adviser does not act as, nor has Adviser agreed to assume the duties of, a trustee or the Plan Administrator, as defined in ERISA, and Adviser has no discretion over the investment of Plan assets or to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.
- (E) Adviser does not provide legal or tax advice.
- (F) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable; and further that Adviser does not and cannot guarantee financial or investment results.
- (G) Adviser (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and that Adviser (iii) may give advice and take action that is different for each client even where retirement plans are similar.

- (H) Adviser may, by reason of performing services for other clients, acquire confidential information. Client acknowledges and agrees that Adviser is unable to divulge to the Client or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
- (I) Adviser is entitled to rely upon all information provided to Adviser, whether financial or otherwise, from reputable third parties or by Client, Client's representatives or third-party service providers to Client, the Plan, or the Adviser without independent verification. Client agrees to promptly notify Adviser in writing of any material change in the financial and other information provided to Adviser and to promptly provide any such additional information as may be reasonably requested by Adviser.
- (J) Adviser will not be responsible for voting (or recommending how to vote) proxies of the mutual fund shares held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plan or its trust remain with Client (or, if applicable, the Plan participants).

7. Representations of Client. Client represents and warrants as follows:

- (A) It is the "responsible plan fiduciary" for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan, in accordance with the requirements of ERISA. Adviser is entitled to rely upon this statement until notified in writing to the contrary.
- (B) The execution of this Agreement and the performance thereof is within the scope of authority authorized by the governing instrument of the Plan and applicable laws. The signatory on behalf of Client represents that (i) the execution of the Agreement is authorized, (ii) the signatory has authority to execute the Agreement on behalf of the plan, and (iii) it will provide supporting documentation as may be reasonably required by Adviser.
- (C) Upon request, Client shall deliver to Adviser copies of the plan documents, including any and all amendments thereto, and shall provide Adviser with copies of any subsequent amendments or restatements of those documents.
- (D) The Plan and related Trust permit payment of Fees out of Plan assets. Client has determined that the Fees charged by Adviser are reasonable and, if paid out of Plan assets, are a proper obligation of the Plan.

8. Standard of Care.

- (A) Adviser will perform the Fiduciary Services described in Appendix A in accordance with the prudent man rule set forth in ERISA section 404(a)(1)(B).

- (B) Adviser will perform the Non-Fiduciary Services described in Appendix B and shall not be liable for any liabilities and claims arising thereunder unless directly caused by Adviser's intentional misconduct or gross negligence.
9. Receipt of Disclosure. Client agrees to review and consider the disclosures made by Adviser (including in this Agreement and the Form ADV Part 2, 2B, 3 (Form CRS) or similar disclosure), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like. Client acknowledges receipt of this Agreement and Adviser's Form ADV Part 2, 2B, 3 (Form CRS) (or similar disclosures required under state law) reasonably in advance of entering into this Agreement. Client also acknowledges receipt of the Adviser's Privacy Policy.
10. Termination. Either party may terminate this Agreement upon notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of sections 7 and subsection 10(G)) shall survive any expiration or termination of this Agreement. Upon the effective date of termination, Adviser will have no further obligation under this Agreement to act or advise Client with respect to Services under this Agreement.
11. Miscellaneous.
- (A) Notices. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, (iii) sent via a nationally recognized overnight courier service to the address on the first page of this Agreement, or such other address as any party shall have designed by notice in writing to the other party, or (iv) as otherwise mutually agreed by the parties.

In addition, Client agrees to accept electronic communication of any notice, advice, disclosure, or report in lieu of a printed copy.¹⁰

Electronic Communications: Client expressly agrees to accept electronic communication of any notice, advice, or report in lieu of a printed copy, including applicable disclosure documents and disclosures required under ERISA section 408(b)(2) at the email address listed above or such other email address as Client may designate in writing to Adviser. Client may revoke this consent at any time by providing notice to Adviser pursuant to this Section 10(A).

- (B) Assignability. Adviser may assign this agreement through a sale or merger of Adviser's company. Plan Sponsor has the option to terminate this agreement under Section 10 of this Agreement. Notice of pending assignment was made to the Plan Sponsor on November 12, 2020.
- (C) Binding Agreement. This Agreement will bind and be for the benefit of the parties to the Agreement and their successors and permitted assigns, except that this Agreement may not be assigned by either party without the consent of the other party.
- (D) Entire Understanding and Modification. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the consent of the parties.
- (E) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.
- (F) Applicable Law; Forum. The laws of the State of Oregon shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless preempted by ERISA or other federal law.
- (G) Arbitration Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon and all statutes thereunder, including the statute of limitations, without the application of the principles of choice of law. In addition, this Agreement is also intended to conform to the requirements of, and to be construed and interpreted in accordance with ERISA, when applicable. Since an affiliate of Adviser and Adviser's Representative may be registered broker-dealers and registered representatives, subject to the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA"), the parties agree that any arbitration under Section 10 below must be conducted under the rules of the FINRA and in a forum located in Portland, Oregon and each party irrevocably submits to the personal jurisdiction of FINRA and to a venue closest to Portland, Oregon.
- (H) Any action, suit or proceeding arising out of, under or in connection with this Agreement seeking an injunction and not otherwise required to be submitted to arbitrations pursuant to this Agreement shall be brought and determined by the appropriate federal or state court in Portland, Oregon or Multnomah County, Oregon and no other forum. The parties hereby irrevocably and unconditionally submit to the personal jurisdiction of such courts and agree to take any and all action necessary to submit to the jurisdiction of such courts

in any such suit, action or proceeding arising out of, or relating to, this Agreement. Amendment Process. The Agreement may be modified by prior consent of both parties.

- (l) Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which Client or Plan or any other party may have under ERISA or federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement under ERISA Regulation section 2550.408b-2(c). The parties have caused this Agreement to be executed by their duly authorized officers. This Agreement shall not be binding on Adviser until accepted by it, in writing, as indicated by its signature below.

Effective Date

Original Signature Date: 9/25/2002 As updated on _____, 2020

<p><u>Morrow County Retirement Plan Trust</u> <i>Client</i></p> <p>_____</p> <p>James Doherty, County Commissioner</p> <p>_____</p> <p>Melissa J. Lindsay, County Commissioner</p> <p>_____</p> <p>Donald E. Russell, County Commissioner</p> <p>Mailing Address: PO Box 788 Heppner, OR 97836</p> <p>Trust Tax I.D. Number: 93-1326549</p>	<p><u>McGee Wealth Management, Inc.</u> <i>Adviser</i></p> <p>_____</p> <p>Judith A. McGee, L.H.D., CFP®</p> <p>_____</p> <p>Jennifer Currin Gutridge, CFP®</p> <p>Mailing Address: 12455 SW 68th Ave. Portland, OR 97223</p> <p>(503) 597-2222 www.McGeeWM.com</p>
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*The Plan Sponsor is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan investments and engaging its service providers.

APPENDIX A

FIDUCIARY SERVICES

The Adviser will perform the following Fiduciary Services:

McGee Wealth Management, Inc. will service the investment accounts of The Morrow County Retirement Plan Trust, a Defined Benefit Plan established on July 1, 1966 (the Plan Prior), Rewritten July 1, 1973 and amendments through July 1998 in accordance with the Morrow County Retirement Plan Investment Policy Statement attached hereto.

- (i) Adviser will make in Adviser's sole discretion and without first consulting Client, the investment and reinvestment of the assets in Client's account(s) (the "Account") in securities and cash or cash equivalents in accordance with the Plan's investment policies and objectives. Client agrees to notify Adviser promptly of any significant change in the information provided by the Client or any other significant change in Client's financial circumstance or investment objectives that might affect the manner in which Client's account should be invested. Client also agrees to provide Adviser with such additional information as Adviser may request from time to time to assist it in advising Client. Adviser's authority under this Agreement will remain in effect until changed or terminated by Client
- (ii) Assist the Client in the development of an investment policy statement (IPS). The IPS establishes the investment policies and objectives for the Plan. Client shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt and amend the investment policy statement.
- (iii) Assist in monitoring investment options by preparing periodic investment reports that document investment performance, consistency of asset management and conformance to the guidelines set forth in the IPS.
- (iv) Meet with Client on a periodic basis to discuss the reports and the plan performance, administration, investment objectives (IPS).

APPENDIX B

NON-FIDUCIARY SERVICES

The Adviser will perform the following Non-Fiduciary services:

- (i) Perform analysis of the fees and expenses associated with the investments and the service providers.
- (ii) Perform benchmarking services, and provide analysis concerning the operations of the Plan.
- (iii) Assist in the education of the participants in the Plan about general investment principles as requested. Client understands that Adviser's assistance in participant investment education shall be consistent with and within the scope of (d) (i.e., the definition of investment education) of Department of Labor Interpretive Bulletin 96-1. As such, the Adviser is not providing fiduciary advice (as defined in ERISA) to the participants.
- (iv) Administrative services related to the investment accounts, deposits, disbursements, communication with TPA and Actuary, etc.

Adviser may provide these services or, alternatively, may arrange for the Plan's other providers to offer these services, as agreed upon between Adviser and Client.

APPENDIX C

FEE SCHEDULE

- (i) The annual fees for shall be calculated as follows:
 - a) Fiduciary Services Investment Advisory Services
Annual fee of 35 basis points (or 0.35%) per year billed per annum.
 - b) Non-Fiduciary Services – Administrative Services
Annual fee of 10 basis points (or 0.10%) per annum.

Equals: 45 basis points (or 0.45%) per year.
- (ii) Fees are billed monthly in arrears. Such billing period is the “Fee Period.” For purposes of determining and calculating Fees, Plan assets are based on Included Assets.

Plan Sponsor elects and authorizes Plan Custodian to automatically deduct fees from the Plan and has instructed Adviser.

- (iii) The annual fees are based on the market value of the Included Assets. The initial fee will be the amount, prorated for the number of days remaining in the initial Fee Period from the Effective Date of this Agreement, based upon the market value of the Plan assets on the first business day of the initial Fee Period and will be due on the first business day of the Fee Period. Thereafter, the fee will be based upon the market value of the Plan assets on the last business day of the previous Fee Period (without adjustment for anticipated withdrawals by Plan participants or other anticipated or scheduled transfers or distributions of assets) and will be due the following business day. If this Agreement is terminated prior to the end of a Fee Period, Adviser shall be entitled to a fee, prorated for the number of days in the Fee Period prior to the effective date of termination. Any unearned fee shall be returned by Adviser.

Market value of Plan assets means the value of assets as reported by the custodian or recordkeeper.

Statement of Investment Policy and Objectives

December 11, 2020

EXECUTIVE SUMMARY

Plan Name	Morrow County Retirement Plan Trust PO Box 788 Heppner, OR 97836
Plan Sponsor	Morrow County
Trustee	Morrow County
Type of Plan	Defined Benefit
Investment Horizon	Perpetual
Current Assets	\$31,772,733 million
Return Objective:	7.0%

Approved on: _____, _____, 2020

By Board of Directors

This investment policy statement should be reviewed and updated at least annually. Any change to this policy should be communicated in writing on a timely basis to all interested parties.

BACKGROUND

The Morrow County Retirement Plan Trust is a Defined Benefit Plan established on July 1, 1966 (the Plan Prior), Rewritten July 1, 1973, restated effective July 1, 2010 and amendments through May 1, 2014. The plan covers Morrow County Employees who works 20 hours or more per week. The plan currently receives an average of \$2,100,000 in contributions and has an approximate 5.8% of annual distributions for fiscal year June 30, 2020. The Plan currently covers approximately 109 active employees and 141 Inactive. There are 25 vested terminated members, and 51 non-vested terminated members with account balances as of July 1, 2019 (Most recent actuarial report).

The Morrow County Trustees "Trustees" will discharge its responsibilities under the Plan solely in the long-term interests of Plan participants and their beneficiaries.

Purpose

The "Trust" Defined

This document refers to the Morrow County Retirement Plan Trust "Trust", a Defined Benefit Plan for the employees of Morrow County.

The Trustee Authority and Responsibilities

Morrow County has adopted the Morrow County Retirement Plan Trust, a Defined Benefit Plan in order to:

- Encourage long-term employment through provisions of adequate retirement income
- Meet retirement needs of participants.

The purpose of this document is to identify and present a set of investment objectives and performance standards for the assets of the Trust that are consistent with the following goals:

- Meet the fiduciary responsibilities of the Plan Sponsor
- Facilitate the delegation of investment management responsibilities to the investment consultant (s) who are responsible for managing Trust assets according to the fiduciary standard provisions described below;
- Document and communicate objectives, guidelines, and standards to the investment consultant(s);
- Minimize future employer paid contribution requirements;
- Obtain efficient and responsive administrative support from service providers;
- Establish objectives and guidelines that are consistent with the fiduciary standard provisions of the laws of the State of Oregon and the Prudent Person standards

expressed therein and with other pertinent state and federal laws, regulations, and rulings that relate to the investment process.

Delegation of Authority

The Board of Trustees "Trustees" is a fiduciary, and are responsible for directing and monitoring the investment management of Trust assets. As such, the Trustee is authorized to delegate certain responsibilities to professional experts in various fields. These include, but are not limited to:

1. Investment Consultant. The investment consultant may assist the Trustees in: Establishing investment policy, objectives, and guidelines; selecting investment options and managers; reviewing such options and managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.
2. Investment Manager(s). If selected, the investment manager(s) has discretion to purchase, sell, or hold the specific securities that will be used to meet the Trust's investment objectives.
3. Custodian. The custodian will physically (or through agreement with a sub-custodian) maintain possession of securities owned by the Trust, collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. The custodian may also perform regular accounting of all assets owned, purchased, or sold, as well as movements of assets into and out of the Trust accounts.
4. Additional specialists such as attorneys, auditors, actuaries, and others may be employed by the Trustees to assist in meeting its responsibilities and obligations to administer Trust assets prudently.

Investment managers will be held accountable to achieve the objectives herein stated. While it is not believed that the limitations will hamper investment managers, each manager should request modifications which they deem appropriate.

ASSIGNMENT OF RESPONSIBILITY

Board of Trustees

The Trustees are charged by law with the responsibility for the management of the assets of the Trust. The Trustees shall discharge its duties solely in the interest of the Trust, with the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent man, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims. The specific responsibilities of the Trustees relating to the investment management of Trust assets include:

1. Prepare and maintain this investment policy statement. Establishing investment objectives, policies and guidelines.
2. Prudently diversify the Trust's assets to meet an agreed upon risk/return profile. Projecting Trust's financial needs, determining risk tolerance and time horizon.
3. Control and account for all investment, record keeping and administrative expenses associated with the Trust.
4. Monitor and supervise all professional experts and investment options. Prudently and diligently selecting and monitoring qualified investment professionals.

5. Avoid prohibited transactions and conflicts of interest.

Investment Consultant

The Trustees will retain an objective, third-party Investment Consultant ("Consultant") to assist the Trustees in managing the overall investment process. The Consultant will be responsible for guiding the Trustees through a disciplined and rigorous investment process to enable the Trustees to meet the fiduciary responsibilities outlined above.

The Consultant's role is that of a discretionary advisor to the Board of Trustees. Investment advice concerning the investment management of Trust assets will be implemented by the Consultant, and will be consistent with the investment objectives, policies, guidelines and constraints as established in this statement. Specific responsibilities of the Consultant include:

1. Assisting in the development and periodic review of investment policy.
2. Assisting with investment manager searches when requested by the Trustees.
3. Where applicable, providing "due diligence," or research, on the investment manager(s).
4. Assisting the Trustees with monitoring the performance of the investment manager(s) to provide the Trustees with the ability to determine the progress toward the investment objectives.
5. Communicating matters of policy, manager research, and manager performance to the Trustees.
6. Reviewing Trust's investment history, historical capital markets performance and the contents of this investment policy statement to any newly appointed members of the Trustees.

Investment Managers

As distinguished from the Trustees and Consultant, who are responsible for managing the investment process, investment managers are responsible for making investment decisions (security selection and price decisions). The specific duties and responsibilities of each investment manager are:

1. Manage the assets under their supervision in accordance with the guidelines and objectives outlined in their respective Service Agreements, Prospectus or Trust Agreement.
2. Exercise full investment discretion with regards to buying, managing, and selling assets held in the portfolios.
3. Unless otherwise stated, vote promptly all proxies and related actions in a manner consistent with the best interest and objectives of all clients as described in applicable account opening documents, provided proxy materials are available. Each investment manager shall keep detailed records of the voting of proxies and related actions and will comply with all applicable regulatory obligations.
4. Effect all transactions for the Trust subject "to best price and execution."
5. Use the same care, skill, prudence, and due diligence under the circumstances then prevailing that experienced investment professionals acting in a like capacity and fully familiar with such matters would use in like activities for like funds with like aims in accordance and compliance with all applicable laws, rules, and regulations.

Custodian

Custodians are responsible for the safekeeping of the Trust's assets. The specific duties and responsibilities of the custodian are:

1. Maintain separate accounts by legal registration.
2. Value the holdings.
3. Collect all income and dividends owed to the Trust.
4. Settle all transactions (buy-sell orders) initiated by the Investment Manager.
5. Provide monthly reports that detail transactions, cash flows, securities held and their current value, and change in value of each security and the overall portfolio since the previous report.

Plan Objective

This document represents the conclusions and decisions made after a deliberate and focused review of the County's expected budgets and funding resources over a long-range future period. It will serve as a management tool, provide a framework within which the plan investment decisions are made, and provide a resource for inquiries regarding the plan's investment options.

Morrow County offers a **Defined Benefit** plan to provide employees with a source of retirement income. The plan will be funded through a broad range of investment alternatives, such as mutual funds, bonds, and fixed securities.

Investment Objective

The Investment Objective determined to best meet the needs of all parties involved is one of *Capital Appreciation Plus Income*. This is to be defined as *acceptance of some market risk, but provide cushion from losses in market declines, even at the cost of less than proportionate gains in market advances*. However, The Trustee recognizes that investment markets have repeatedly demonstrated broad performance cycles with two fundamental characteristics, which bear heavily on the Trust's expectations towards its future.

- The cycles cannot be accurately predicted as to either their beginning points, ending points, or magnitude, and
- There is little or no relationship between market cycles and the convenient calendar periods commonly used in business for measurement and evaluation.

The objective for the total fund is to earn an average annual real rate of return of at least 5% over the long term (at least 5 years). The real rate of return is defined as the nominal rate of return less the rate of inflation as measured by the annual change in Consumer Prince Index.

The nominal rate of return should exceed the actuarial assumed rate of return, which is currently 7.5% (nominal). Furthermore, the Plan's return should exceed the median return of other funds with similar asset allocation.

The Plan must maintain sufficient liquidity to meet benefit obligations.

The investment objectives will be reviewed by the Trustee on an annual basis. Adjustments to the objectives shall be made when economic, market, and fund conditions warrant.

Asset Allocation

Asset Classes

In review of the available asset classes and investment types, the Trustee, with advice from their investment consultant, has decided to elect the following as primary asset classes:

Allowable Assets

1. Cash Equivalents
 - Treasury Bills
 - Money Market Funds
 - Commercial Paper
 - Banker's Acceptances
 - Repurchase Agreements
 - Certificates of Deposit
2. Fixed Income Securities
 - U.S. Government and Agency Securities
 - Corporate Notes and Bonds
 - Mortgage Backed Bonds
 - Collateralized Mortgage Obligations
 - Foreign Bonds
3. Equity Securities
 - Common Stocks
 - American Depository Receipts (ADRs) of Non-U.S. Companies
 - Stocks of Non-U.S. Companies (Ordinary Shares)(If appropriate)
4. Alternative Investments/Low Correlation Strategies
 - Real Assets
 - Real Estate
 - Natural Resources, Energy, Timber
 - Private Equity & Private Equity Fund of Funds
 - Hedge Funds & Fund of Funds
 - Managed Futures
 - Commodities
 - Specialty Fixed Income
 - Enhanced Fixed Income: High Yield, Convertibles, ABS
 - Fixed Income Securities of Foreign Governments and Corporations
 - Preferred securities
 - Specialty Equity
 - Hedged Equity
 - Multi Strategy
 - Long/Short

- Arbitrage

5. Mutual funds, ETFs, encompassing a combination of asset classes

Long Term Target Allocation

Based on long-term historical capital market performance and an examination of risk/return trade-offs, the Trustee, with advice from their investment consultant(s) finds that the following asset class target range should produce the desired performance at acceptable fluctuation levels over time:

	Minimum	Maximum	Target
Cash Equivalents	2%	30%	3%
Fixed Income Securities (Maturity over 1 year)	20%	60%	20%
Equity	30%	80%	67%
Alternatives	0%	20%	10%

Within these allocation goals it may from time to time be impractical or undesirable to adhere rigidly to these percentages. Permitted deviation from these targets is +/- 5 percentage points at which point rebalancing will occur.

Re-balancing Among Asset Classes and Allocation of Net Contributions

Because different asset classes and sectors will perform at different rates, the Trustee will keep close scrutiny on the asset allocation shifts cause by performance. Accordingly:

- 1) The Trustee or its representatives will review the relative market values of assets classes and sectors, whenever there is to be a contribution to the Plan and will generally place the new money under investment in the category(ies) which are furthest below their target allocations in this policy.

- 2) To the extent that adequate re-balancing among asset categories cannot be affected via the allocation of new contributions, the Trustee may redirect monies from one investment type or fund to another, if necessary to maintain the target ranges in this policy, and
- 3) Re-balancing will typically occur after quarter-end, if the allocations are out of target ranges.

OPERATIONAL GUIDELINES

Guidelines and Standards for Service Providers

Service providers include all entities that are employed by the Plan to provide any investment services, including investment consulting, investment management, trustee services, custody of Plan assets, consulting, and investment performance measurement.

All service providers will be expected to conform to the following guidelines:

- Timely and accurate response to inquiries or requests from Human Resources Department and Trustee;
- Flexibility in implementing plan design changes;
- Periodic management reports as requested.

Communications and Reporting

On a quarterly basis, each Investment Consultant and/or Advisor will provide a report on Trust assets and performance. The report prepared in a form acceptable to the Trustee, is to show a list of the assets held in the portfolio, common portfolio analytics, and a summary of transactions during the period.

On a no less than an annualized basis, the consultant(s) will provide a reporting on the quarterly management charges incurred as well as any transactions incurring a sales charge or commission.

The Trustee's investment consultant(s) will produce and provide a compilation of investment performance and risk analysis, based on all information provided to them by plan trustees. Additionally, the investment consultant(s) will attend meetings no less than semi-annually to present this information to the Trustee.

Number of Managers to be Used

In order to diversify the portfolio performance and further reduce risk, the Trustee will utilize multiple Investment managers, including Institutional Money Managers, Exchange Traded Funds, and Mutual Fund Managers. The Trustee intends to use funds of different styles, asset

classes, and sectors. However, emphasis will be placed on a *Capital Appreciation Plus Income* approach.

Standards for Managers

The Trustee's selection of investment manager(s) and funds must be based on prudent due diligence procedures. A qualifying investment must be a registered investment advisor under the Investment Advisors Act of 1940, or a bank or insurance company.

The Trustee generally expects to utilize a mixture of pooled funds and cash/cash equivalents as the primary investment mediums. Further the Trustee believes the abilities and expertise of the chosen investment consultant(s) and investment managers meaningfully exceeds their own in determining which securities should be utilized and which should be avoided. Therefore, it is not the intention of the Trustee to specify exact standards for securities, state prohibited categories of securities, etc. This Investment Policy and Objectives statement is not intended to contradict or place limitations on investment management practices contrary to any mutual funds' written prospectus. In all cases the prospectus shall define the permissible investment activities of any mutual fund. Because of this, certain incidental asset classes will be owned by the plan. Primary asset classes were given above.

Generally funds will be selected which, when used together, broadly diversify risk. Investment managers will of course be expected to manage the various funds in accordance with the allowable securities and approaches detailed by the prospectuses.

Diversification

In structuring the equity and fixed income security portfolios, the investment consultant(s) shall give consideration as to types of issues and to diversification among industry sectors.

Marketability

The investment consultant(s) are to invest in issues of good quality and reasonable marketability that are actively followed by institutional research departments.

Investment Restrictions

The investment consultant(s) are prohibited from the following investments:

- Securities purchased on margin
- Short Sales (unless part of a hedging strategy in a mutual fund or ETF).
- Letter stock, private placements, or other nonmarketable securities
- Options, commodities or futures positions (except where included in a mutual fund or ETF as a portion of alternative asset class allocation).
- Direct ownership of equity real estate

Cash & Cash Equivalents

The short-term investments of the Plan shall stress safety of principal as their primary investment objective. As such, only the following types of short-term assets may be purchased by the investment consultant(s).

- U.S. Treasury bills and other obligations issued or guaranteed by the U.S. Government, its agencies or instrumentalities.
- Certificates of deposit and bankers' acceptances of the 50 largest commercial banks in the United States (measured by total assets as detailed in their most recent annual financial statements), or local institutions as approved by the Plan Administrator.
- Commercial paper, rated A-1 at the time of purchase by Standard & Poor's Corporation or Prime-1 by Moody's Investor Service, Inc. or if not rated, issued by companies having an outstanding debt issue rated AA or better at the time of purchase by Standard & Poor's or Aa or better by Moody's.
- Money Market Funds
- Cash and short-term investments shall not exceed 20% of the manager's portfolio (exclusive of pending purchases, sales, or currency hedges). At no time should cash be used for market timing purposes.

Trading and Execution Practices

In placing security transaction orders on behalf of the Trust, the investment consultant(s) shall use its best efforts to obtain execution of orders at favorable prices and at reasonable, competitive commission rates.

Proxy Voting

The Trustee will vote any proxies presented by the funds in a manner consistent with the best interests of the Plan.

INVESTMENT REVIEW AND SELECTION

This Investment Policy and Objective statement sets forth the quality standards in three primary areas: Time, Return, and Risk. These areas are detailed below:

1. Time - The length of time an investment is held is a key factor influencing the success of any investment program. For purposes of measuring the quality of the Plan's investments, the Trustee's policy is to take a long-term perspective. Quarterly performance will be evaluated over trailing measurement periods of one, three, five, and ten years, focusing more closely on results over the trailing three to five year period. Sufficient time will be given to investment managers to observe performance over a full market cycle, if longer than three to five years. Aggressive investment options may in particular require longer time horizons due to their volatile nature. Ad hoc revisions to this Investment Policy and Objective statement in reaction to short-term performance disappointment is discouraged. Short-term is generally given to mean less than one year.

2. Returns - Investment performance will be monitored quarterly on three levels:

Investment Returns Relative to the Market Index

Returns-versus-index comparisons will be made over trailing one, three, five, and ten-year periods, as they occur. Benchmarks will be the Morningstar™ best-fit index, or a custom blended selection, if appropriate. This may include, but is not limited to the following indices:

Equity investments to Standard & Poor's 500, the Dow Jones Composite, and the NASDAQ Composite.

Fixed Income investment managers to Barclays Capital Aggregate Bond Index or Barclays Capital Government/Corporate Bond Index

Fund performance should generally be comparable to the respective market index over time, adjusted for risk. Periods of future under-performance are inevitable and will not necessarily result in investment option replacement consistent with the guidelines of this investment policy.

Returns Relative to Peer Money Managers

The returns generated by each of the Plan's mutual funds will be compared quarterly to the performance of other similarly managed mutual funds (peer group rankings). Evaluation will be made over trailing one, three, five, ten-year periods, as they occur. Over periods of five years or longer performance is generally expected to be in the upper 50 percent of same-category peer performance. This expectation may be modified, as circumstances require, according to the trend of peer ranking for periods five years and shorter.

3. Risk - Unlike investment return (which is universally measured in percentage points) risk is difficult to quantify because no single mathematic measurement fully captures the essence of risk, potential risk or fund volatility. Risk can be measured by tangible methods including standard deviation, beta, Morningstar™ Risk Scores, and also with less tangible methods which might incorporate derivatives exposure, international risk, political risk, inflation risk, credit risk, etc., none of which can necessarily be objectively quantified but nevertheless have the potential to greatly impact fund performance and potential for loss.

The following statistical measurements, all of which relate to risk management, when combined give some sense of historic investment risk and will be reviewed quarterly. The Trustee will focus risk evaluation on not less than the following measurements:

Standard Deviation - The Trustee generally desires for any investment option to have a standard deviation over trailing three and five-year periods within a multiple of 1.50 relative to each investment option's respective benchmark or market index. Some latitude will be shown to the more aggressive stock investment options, which may at times show greater variability of performance. Should this occur, generally the Trustee expects it to be a short-term phenomenon.

Beta Versus the Market Index - The Trustee generally desires for any investment option to have a beta over trailing three and five year periods within a multiple of 1.50 relative to each investment options respective market index. Once again, some latitude will be shown to the more aggressive stock investment options, which could at times show larger betas relative

to the benchmark index. Should this occur, generally it is expected to be a short-term phenomenon.

Portfolio Risk - When all fund/investment managers are taken together and evaluated as a whole the Trust's investment options should not be highly correlated with one another.

Morningstar Risk Scores - Three, five, and ten-year Morningstar Risk Scores will be evaluated quarterly on a facts and circumstances basis.

Each risk measurement will be regularly monitored for each investment option. Additional measurement methods may be produced in quarterly performance evaluations.

Termination of Fund

It is the intention of the Trust to maintain long-standing relationships with its managers and to avoid unnecessary and costly manager turnover. However, it may be necessary, from time to time, to terminate a relationship. Termination can occur due to a change in the Fund's investment strategy, or for reasons specifically related to the investment manager performance. Absent overriding factors for retaining a manager, the following performance factors may result in termination:

- A significant change in the structure, management style, or personnel of the investment manager organization.
- A lack of confidence that the manager can produce acceptable results in the future.
- Failure to achieve the performance standards established for the manager's style classification.

POLICY MODIFICATIONS

Frequency of Policy Review

The Trustee may use each of its quarterly investment performance reviews as opportunity to also consider whether any elements of existing policy are either insufficient or inappropriate. Key environmental or operational occurrences, which could result in a policy modification include:

- a. significant changes in expected patterns of the Trust's cash flow stream,
- b. impractical time horizons,
- c. change in the Trust's priorities,
- d. convincing arguments for change presented by investment consultant(s), and
- e. areas found to be important, but not covered by policy.

As needed, the investment consultant(s) will submit recommended changes to this investment policy to the Trustee for its consideration. Such recommendations should, when possible, quantify the benefit of the suggested changes.

Measuring Costs

The Trustees will review at least annually all costs associated with the management of the Trust’s investment program, including (where applicable):

- 1. Expense fees of each investment option against the appropriate peer group.
- 2. Custody fees: The holding of the assets, collection of the income and disbursement of payments.
- 3. Whether the investment manager is demonstrating attention to “best execution” in trading securities.
- 4. Consulting & Administrative Fees: Costs of a consultant and administration of the Trust, including record keeping.

Trustee’s Philosophy Toward Policy Modification

The Trustee will review this policy annually. The Trustee recognizes that major changes to the investment policy can produce potentially damaging inconsistency. Change, particularly the type which can be characterized as reversals of direction, or “response” to current market conditions from time to time, are viewed as undesirable.

POLICY REVISION HISTORY

Adoption - The _____ day of _____, in the year 2020.

_____	_____
James Doherty, County Commissioner	Date
_____	_____
Melissa J. Lindsay, County Commissioner	Date
_____	_____
Donald Russell, County Commissioner	Date
_____	_____
Judith McGee, CEO McGee Wealth Management, Inc.	Date
_____	_____
Jennifer Currin Gutridge, Executive VP McGee Wealth Management, Inc.	Date



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
56

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Matt Kenny
Department: County Surveyor
Short Title of Agenda Item:
(No acronyms please)

Phone Number (Ext): (541) 215-7131
Requested Agenda Date: 12/23/2020

Purchase Pre-Authorization for Survey Equipment

This Item Involves: (Check all that apply for this meeting.)
Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 10 min.
Purchase Pre-Authorization
Other

N/A
Purchase Pre-Authorizations, Contracts & Agreements
Contractor/Entity: Kuker-Ranken (KR)
Contractor/Entity Address: 6510 - 216th St SW - Ste. E Mountlake Terrace, WA 98043
Effective Dates - From: one time purchase Through:
Total Contract Amount: \$44,500.00 Budget Line: 101-118-5-40-4402
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Matt Kenny 12/17/2020 Department Director
Administrator
County Counsel
Finance Office
Human Resources

Required for all BOC meetings
Required for all BOC meetings
*Required for all legal documents
*Required for all contracts; other items as appropriate.
*If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The County Surveyor needs to be outfitted with survey equipment by the end of this year.

I reached out to 3 different survey equipment providers for a GNSS system and robotic total station setup. Request was for either new or lightly used demo equipment. The quotes received are outlined as follows:

Quote #1: Kuker-Ranken (KR), Mountlake Terrace, WA - \$44,500.00

Quote #2: Frontier Precision, Seattle, WA - \$46,351.90

Quote #3: Topcon Solutions Store, Portland, OR - \$47,000.00

2. FISCAL IMPACT:

This purchase would be executed from the County Surveyor Capitol Outlay, budget line 101-118-5-40-4402, at a one time cost of 44,500.00.

3. SUGGESTED ACTION(S)/MOTION(S):

I suggest approval of purchase pre-authorization for the lowest bidder, Kuker-Ranken, in the amount of \$44,500.00.

Attach additional background documentation as needed.

QUOTE #1



A TRADITION IN PRECISION

KR

Remit To:
6510 - 216th St SW - Ste. E
Mountlake Terrace, WA 98043, USA
Tel: 425-771-7776 | Fx: 425-774-7538
sales@krinc.net | www.krinc.net
Toll Free: 1-800-454-1310

Quotation

Date	Number
12/17/20	

SO-470476

Bill To:

MORROW COUNTY SURVEYOR
110 N. COURT ST.
HEPPNER, OR 97836, USA

Ship To:

MORROW COUNTY SURVEYOR
110 N. COURT ST.
HEPPNER, OR 97836, USA

Ent. by:	Sales Rep.:	Picked by:	Packed by:	No. of Parcels:	Weight:	Page No.:		
Kristin Stanchfield	80-STEWART					1 of 4		
Cust. Acct. No.	Customer P.O. No.	Order Date	Ship Date	F.O.B. Point	Ship Via	Terms		
1017020	MATT KENNY	12/11/20	12/12/20	POR-RET	03-WIL CAL	COD		
Ordered	Shipped	Back Ordered	Unit	LOC	Serial Number	Catalog No. / Description	Unit Price	Extension
1.00	1.00	-	ea		3390 (3248090)	838035_3390 LEICA GS16 PERFORMANCE SMART ANTENNA 3.75G UHF (NAFTA) INCLUDES: GLONASS, BEIDOU, GALILEO, MULTI-FREQUENCY, RINEX, RAW DATA LOGGING, NMEA	8,796.15	8,796.15
2.00	2.00	-	ea			772806 LEICA GEB212 LITHIUM-ION BATTERY 7.4V/2.6ah	161.10	322.20
1.00	1.00	-	ea			799185 LEICA GKL311 SINGLE CHARGER PRO 3000. WITH AC/DC ADAPT & CIGARETTE LIGHTER CABLE	184.50	184.50
1.00	1.00	-	ea			667-243-USED LEICA GAINFLEX ANTENNA FOR 435-470 MHz GAT2 FOR PDL ROVER MODEM	31.75	31.75
1.00	1.00	-	ea			767790 LEICA GAD108 RTK ANTENNA ARM TO MOUNT EXTERNAL GSM/UHF TO GS15	144.00	144.00
1.00	1.00	-	ea			6003686 LEICA CCP 1YR BASIC FOR GS10 / GS14 / GS15 / GS16 +	149.00	149.00
1.00	1.00	-	ea		3344 (3248082)	838035_3344 LEICA GS16 PERFORMANCE SMART ANTENNA 3.75G UHF (NAFTA) INCLUDES: GLONASS, BEIDOU, GALILEO, MULTI-FREQUENCY, RINEX,	8,796.15	8,796.15
2.00	2.00	-	ea			772806 LEICA GEB212 LITHIUM-ION BATTERY 7.4V/2.6ah	161.10	322.20

KR - Seattle Branch

6510 - 216th Street SW, Suite E
Mountlake Terrace, WA 98043
Ph 425-771-7776 Fx 425-774-7538
Toll Free 800-454-1310

KR - Tacoma Branch

4905 Pacific Hwy E, Suite 1
Fife, WA 98424
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Toll Free 888-562-3082

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308 SE Taylor Street
Portland, OR 97214
Ph 503-641-3388 Fx 503-964-5535
Toll Free 800-472-7007

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1017020	MATT KENNY	12/11/20	12/12/20	POR-RET	03-WIL CAL	COD		
Ordered	Shipped	Back Ordered	Unit	LOC	Serial Number	Catalog No. / Description	Unit Price	Extension
1.00	1.00	-	ea			795993 LEICA MMSD01 MICRO SD CARD 1GB FOR GS14 / PARTS	172.80	172.80
1.00	1.00	-	ea			667-243-USED LEICA GAINFLEX ANTENNA FOR 435-470 MHz GAT2 FOR PDL ROVER MODEM	31.75	31.75
1.00	1.00	-	ea			767-791-USED LEICA GAD109 TRANSITION ADAPTOR FROM EXT. UHF/GSM ANT. OF GS15 TO STD TNC	40.00	40.00
1.00	1.00	-	ea			667-216-USED LEICA GRT146 CARRIER 5X8X11 ** USED **	62.00	62.00
1.00	1.00	-	ea			6003686 LEICA CCP 1YR BASIC FOR GS10 / GS14 / GS15 / GS16 +	149.00	149.00
1.00	1.00	-	ea			823165_3579 LEICA CS20 3.75G CONTROLLER, W/WINEC7, FLASH MEMORY, CAMERA, BLUETOOTH, KEYPAD. INCLUDES CAPTIVATE: 827698 MEASURE AND STAKEOUT 827699 MEASURE STAKE LINE 827702 DTM STAKEOUT	4,699.69	4,699.69
1.00	1.00	-	ea			799190 LEICA GEB331, BATTERY LI-ION 11.1V/2800MAH	184.50	184.50
1.00	1.00	-	ea			799185 LEICA GKL311 SINGLE CHARGER PRO 3000. WITH AC/DC ADAPT & CIGARETTE LIGHTER CABLE	184.50	184.50

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Cust. Acct. No.	Customer P.O. No.	Order Date	Ship Date	F.O.B. Point	Ship Via	Terms		
1017020	MATT KENNY	12/11/20	12/12/20	POR-RET	03-WIL CAL	COD		
Ordered	Shipped	Back Ordered	Unit	LOC	Serial Number	Catalog No. / Description	Unit Price	Extension
1.00	1.00	-	ea			767880-USED LEICA *USED* GHT63, CLAMP ARRANGEMENT FOR ATTACHING THE GHT62 HOLDER TO ALL POLES.	85.00	85.00
1.00	1.00	-	ea			807157-USED LEICA GHT66, HOLDER ATTACHING A CS20 WITH A GHT63 CLAMP TO A POLE. GHT63 IS NOT INCLUDED.	59.50	59.50
1.00	1.00	-	ea			6009619 LEICA CCP 1YR BASIC FOR CS20	524.00	524.00
1.00	1.00	-	ea			855307 LEICA GVP735, GNSS BASE&ROVER CONTAINER	198.00	198.00
1.00	1.00	-	ea			822434_3731 LEICA TS16 3" R1000 TOTAL STATION W/KEYBOARD SMP INTERNAL	13,299.75	13,299.75
1.00	1.00	-	ea			777-508-USED LEICA GDF321 PRO TRIBRACH W/O OPTICAL PLUMMETT, GREEN **USED**	162.50	162.50
1.00	1.00	-	ea			639-985-USED LEICA GRZ-4 360 DEGREE PRISM FOR ATR1 SYSTEM	527.50	527.50
1.00	1.00	-	ea			818467 LEICA RH17 RADIO HANDLE WITH INTEGRATED BLUETOOTH MODULE	1,152.00	1,152.00
2.00	2.00	-	ea			793973 LEICA GEB222 PLUG-IN LIION BATTERY 6AH/7.4V	252.00	504.00
1.00	1.00	-	ea			799185 LEICA GKL311 SINGLE CHARGER PRO 3000. WITH AC/DC ADAPT & CIGARETTE LIGHTER CABLE	184.50	184.50

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Kristin Stanchfield	80-STEWART					4 of 4		
Cust. Acct. No.	Customer P.O. No.	Order Date	Ship Date	F.O.B. Point	Ship Via	Terms		
1017020	MATT KENNY	12/11/20	12/12/20	POR-RET	03-WIL CAL	COD		
Ordered	Shipped	Back Ordered	Unit	LOC	Serial Number	Catalog No. / Description	Unit Price	Extension
1.00	1.00	-	ea			6009501 LEICA CCP 1YR BASIC FOR TPS TS16	598.50	598.50
1.00	1.00	-	ea			YM6804 SATEL HPR3 SATELLINE 4PRO HIGH POWER 35W RADIO 430-473 MHZ RX/TX	2,350.00	2,350.00
1.00	1.00	-	ea			YA55MW SATEL WHIP ANTENNA 5 DBI, NMO	62.00	62.00
1.00	1.00	-	ea			YCOP35A SATEL POWER CABLE 4-PIN POWER CONNECTOR TO SAE WITH BATTERY LEADS	138.00	138.00
1.00	1.00	-	ea			YPTMAM SATEL ANTENNA MOUNT NMO / TNC 5/8 X 11 MOUNTING THREAD	160.00	160.00
1.00	1.00	-	ea			5561-20 SECO ANTENNA MAST ASSEMBLY	156.56	156.56
1.00	1.00	-	ea			YCAK08 SATEL ANTENNA CABLE LMR-200 TO TNC MALE 8 FT LENGTH	68.00	68.00
						SUBTOTAL		
							SHIPPING	
							TAX	
							TOTAL	
						44,500.00	0.00	0.00
								44,500.00

KR - Seattle Branch

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KR - Tacoma Branch

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KR - Las Vegas Branch

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QUOTE #2



Frontier Precision, Inc.
12658 Interurban Ave S
Seattle, WA 98168
206.294.5196
www.frontierprecision.com

Quote
Date: Dec 14, 2020 04:32 PM
Quote Number: 45969
Valid Until: Mar 31, 2021
Quotation by: Thomas Roberts
For questions, contact thomasr@frontierprecision.com

BILL TO:
Morrow County
Matt Kenny

SHIP TO:
Morrow County
Matt Kenny

mkenny@co.morrow.or.us 541-379-0242

mkenny@co.morrow.or.us 541-379-0242

Product Details	Qty	Price	Total
1. Miscellaneous Miscellaneous	1	\$ 10,995.00	\$ 10,995.00
Used Trimble S6 Robotic Total Station			
2. Miscellaneous Miscellaneous	1	\$ 1,795.00	\$ 1,795.00
Used Trimble TSC3 with Trimble Access			
3. R8S-101-60 Trimble R8s, Model 60, single receiver transport case	2	\$ 13,995.00	\$ 27,990.00
Trimble R8s, Model 60, single receiver transport case			
R8s Receiver only *Cost reflects State Contract pricing along with Trimble R8s Promotion			
4. R8S-CFG-001-43 SOFTWARE LICENSE, FOR R8 BASE & ROVER	1	\$ 0.00	\$ 0.00
Trimble R8s Configuration Level - Base and Rover mode			
Included in R8s Receiver only *Cost reflects State Contract pricing along with Trimble R8s Promotion			
5. 101071-00-01 Power Supply and Power Cord For Dual Charger	2	\$ 0.00	\$ 0.00
Trimble Geospatial Accessory - Power Supply and Power Cord for Dual Battery Charger (North America)			
6. 93675-00 Trimble TDL2.4 Radio	1	\$ 1,995.00	\$ 1,795.50
Trimble TDL2.4 Radio			
7. MT1000 TRIMBLE MULTI-TRACK PRISM INCLUDING 7.4V LI-ION BATTERY	1	\$ 2,956.00	\$ 2,660.40
Trimble MultiTrack Target, including 7.4V Li-Ion battery			
State 10% Discount			
8. 101070-00-01 Trimble dual battery charger with power cord	1	\$ 600.00	\$ 540.00
Trimble Geospatial Accessory -R10 Dual Battery Charger with Power Supply and Power Cord (North America)			
State 10% Discount			
9. 99511-30 S6 Type Battery - Li-Ion	2	\$ 320.00	\$ 576.00
S6 Type Battery - Li-Ion			
State 10% Discount			
		Sub Total:	\$ 46,351.90
		Tax:	\$ 0.00
		Shipping:	\$ 0.00
		Grand Total:	\$ 46,351.90

Special Notes:

Shipping, handling, and applicable sales tax will be added to invoice.

Terms and Conditions

All invoices are in U.S. Dollars. Prices are good for 30 days.

Payment terms are net 30 days upon approved credit. We also accept VISA, MasterCard and American Express. Returns- A standard restocking fee of 20% will be charged for any returned equipment.

Shipping and handling charges are prepaid and added to invoice, Shipment will be made by UPS Ground unless otherwise specified, FOB Shipping Point.

QUOTE #3



Topcon Solutions Store
6015 NE 80th Ave, Ste 400
Portland OR 97218

Proposal
EST813735
Cust#:55343
PO#:
12/4/2020

Billing Address	Ship To:	Sales Rep
Morrow County PO Box Lexington OR 97839 United States	Morrow County PO Box Lexington OR 97839 United States	Daniel Pacholl

Contact	Contact Phone	Contact Email
55343 Morrow County : Matt Kenny		mkenny@co.morrow.or.us

Proposal Expiration Date	Payment Terms	Shipping Method	Additional Notes:
12/31/2020	C.O.D.		

Qty	Description	Unit Cost	Amount
1	KIT, HiPer VR BASE & ROVER UHF 440-470	\$22,340.00	\$22,340.00
2	OAF+, 226 CH, ALL SIG 10Hz RADIO+LL RTK	\$4,650.00	\$9,300.00
	End of Year 2020 GPS Promo Approved by RH, KS.	(\$6,328.00)	(\$6,328.00)
1	FC-6000 GEO Cell N. AMERICA	\$2,898.00	\$2,898.00
1	FC/SHC5000/6000 RAM CLIP Mount Kit	\$230.00	\$230.00
1	KIT, MAGNET FIELD+ ROBOTICS+ GPS+ ROADS	\$2,680.00	\$2,680.00
1	GT-603/PSBW, w/RC, MF, US	\$20,960.00	\$20,960.00
1	Robotic Pole Carbon Fiber	\$200.00	\$200.00
2	CARBON FIBER PRISM POLE BIPOD, TOPCON	\$140.00	\$280.00
1	BUILDER SERIES 360 PRISM	\$819.00	\$819.00
	End of Year 2020 Robotics Promo Approved by RH, KS.	(\$6,379.00)	(\$6,379.00)





Topcon Solutions Store
 6015 NE 80th Ave, Ste 400
 Portland OR 97218

Proposal
EST813735
Cust#:55343
PO#:
12/4/2020

Subtotal	\$47,000.00
Shipping Cost	
Tax (%)	\$0.00
Total	\$47,000.00

Proposal Approval

Print Name

Authorized Signature

Date

Disclaimer

- 1) Accounts not paid within 30 days of invoice date will be charged an additional 1.5% (18% annually) per month on the unpaid balance.
- 2) Jobsite services provided by Topcon Solutions Store and its employees are based entirely upon the use of the owner's design and survey control data provided by the owner and then applied to our products. No warranty for these services is either expressed or implied.

Destination Control Statement

These commodities, technology or software were exported in accordance with applicable export control laws and regulations. Diversion contrary to those laws and regulations, as well as the export laws and regulations of any countries of re-export, is prohibited. In consideration for its purchase of commodities, technology or software from Topcon, Purchaser agrees that it will determine any license requirements to export the items and, as applicable, to re-export or transfer the items, obtain any license or other official authorization, and carry out any customs formalities for the export or re-export of the items. Purchaser agrees that it will not re-export or transfer the commodities, technology or software to Cuba, Iran, North Korea, Syria or North Sudan without a license or other authorization from all applicable export control authorities. It is also unlawful to receive, use, transfer, or re-export these items to persons on all applicable restricted party lists (see e.g. <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm> and <http://hmi-sanctions.s3.amazonaws.com/sanctionsconflist.htm> where prohibited, or to use these items in activities involving missiles or unmanned air vehicles, nuclear explosive devices or nuclear propulsion projects, chemical or biological weapons, or any other prohibited end-use prohibited (see e.g. http://www.access.gpo.gov/bis/ear/ear_data.html).



EST813735



AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 1 of 2)

(For BOC Use)
Item #
5c

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Jim Doherty Phone Number (Ext): 5664
 Department: Board of Commissioners Requested Agenda Date: 12/23/2020
 Short Title of Agenda Item:
(No acronyms please) **CARES Act Summary**

This Item Involves: (Check all that apply for this meeting.)

<input type="checkbox"/> Order or Resolution	<input type="checkbox"/> Appointments
<input type="checkbox"/> Ordinance/Public Hearing:	<input checked="" type="checkbox"/> Update on Project/Committee
<input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading	<input type="checkbox"/> Consent Agenda Eligible
<input type="checkbox"/> Public Comment Anticipated:	<input checked="" type="checkbox"/> Discussion & Action
Estimated Time:	Estimated Time: 15 minutes
<input type="checkbox"/> Document Recording Required	<input type="checkbox"/> Purchase Pre-Authorization
<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Other

N/A Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
 Contractor/Entity Address:
 Effective Dates – From: Through:
 Total Contract Amount: Budget Line:
 Does the contract amount exceed \$5,000? Yes No

Reviewed By:

<hr/>	Department Director	Required for all BOC meetings
 <small>DATE</small>	Administrator	Required for all BOC meetings
<hr/>	County Counsel	*Required for all legal documents
<small>DATE</small>	Finance Office	*Required for all contracts; other items as appropriate.
<hr/>	Human Resources	*If appropriate
<small>DATE</small>	<small>*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.</small>	

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Summary of the CARES Act application pool (53), sorted by North American Industry Classification System (NAICS); businesses affected by either Executive Order 20-12 or Executive OR-65, or could demonstrate a profit and loss as a result of COVID-19 from 2019 and 2020.

Staff recommends the BOC review the documentation provided by the Finance Department and recommend award amounts.

2. FISCAL IMPACT:

Allocation of \$601,787.00 CARES funds to sustain local businesses with an emphasis on the accommodation and food service groups.

3. SUGGESTED ACTION(S)/MOTION(S):

Review award recommendations.

+

Attach additional background documentation as needed.

**INTERGOVERNMENTAL AGREEMENT FOR
CREATION AND MANAGEMENT OF THE
COLUMBIA RIVER ENTERPRISE ZONE II
INCLUDING APPOINTMENT OF THE
BOARD OF DIRECTORS AND
DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the City of Boardman, and the Port of Morrow hereafter referred to as the "Entities". Each "Entity" is also a Sponsor as defined by ORS 285C.050(19). This Intergovernmental Agreement is for the purpose of creating and establishing a Board of Directors which will manage the Columbia River Enterprise Zone II. Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the Columbia River Enterprise Zone II to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the Columbia River Enterprise Zone II Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, the Columbia River Enterprise Zone II shall be governed by a Board of Directors comprised of six (6) directors. Each Board member shall have one (1) vote. Each Entity shall appoint two (2) directors, at least one (1) of which shall be an elected official, to serve on the Board.

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

B. Selection and Duties of the Board's Chair and Vice-Chair:

The Board of Directors shall elect a Chair, and Vice-Chair to serve in the Chair's absence, at the first meeting of the Board and thereafter in January of each year.

The Chair shall conduct the meetings of the Board and assume such other duties and responsibilities as are delegated to them by the Board, but shall have no greater voting rights than any other Board member. The Vice-Chair shall preside over meetings in the absence of the Chair.

II. Management of the Board:

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the Columbia River Enterprise Zone II to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the Columbia River Enterprise Zone II in accordance with governing statute.
- Maintain a record of property within the Columbia River Enterprise Zone II and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the Columbia River Enterprise Zone II Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the Columbia River Enterprise Zone II for the County Assessor or the Oregon Business Development Department.

- B. Enterprise Zone Staff:** The Board may engage on its own or through a sponsor organization the following staff: Enterprise Zone Manager, County Assessor and legal counsel.

1. Selection and Duties of the Enterprise Zone Manager:

The Board shall appoint an Enterprise Zone Manager. Each member Entity shall ratify the nominee prior to appointment. The Enterprise Zone Manager shall be advisory and serve in an ex-officio capacity at all Board meetings.

The duties of the Enterprise Zone Manager shall include those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones, as listed above, and such other duties and responsibilities as determined by the Board.

Additionally the Enterprise Zone Manager shall maintain the official documents and records of the Columbia River Enterprise Zone II. These will include the minutes, agreements and orders produced by the Board. All

documents will be maintained in a secure fire-safe location to be determined by the Board.

2. Duties of the County Assessor:

The County Assessor may be a Board member, but also provides essential duties for the Board in their role as County Assessor. The Board looks to the County Assessor, or their designee, for information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA. Additionally the County Assessor is responsible for billing based on company agreements and receipt of funds on behalf of the Board to assure payment amounts corresponds to the agreement and the billing. Funds would then be forwarded to the Fiscal Agent.

3. Selection and Duties of Legal Counsel:

The Board may have need to engage the services of an attorney to provide legal counsel for any number of reasons, including but not limited to, agreements with businesses, amendments to this Intergovernmental Agreement, and agreements governing how Enterprise Zone collected monies will be spent.

4. Selection and Duties of Fiscal Agent:

The Board will determine a Fiscal Agent to hold funds for use by the Board. The Fiscal Agent will be responsible for maintaining both the application fees and the company paid funds. Additionally the Fiscal Agent will be responsible for distributing both the applications fee and the company paid funds as directed by Order(s) passed by the Board.

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager, Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic options will be available, when requested, to facilitate attendance of all Directors.

2. Public Meetings Process:

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions

shall be announced at the beginning, citing the statutory allowance, and after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by a designee of the Board and then held by the Enterprise Zone Manager.

A quorum shall be constituted when four (4) directors are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting.

III. Powers of the Board:

A. Application Fees:

The Board will establish a schedule of application fees as allowed by ORS 285C to be paid by applicants. Said application fees will be used to support the business of the Board, including but not limited to, support of the Enterprise Zone Manager, legal counsel as needed, meeting support and necessary supplies.

B. Applications:

The Board, through the Enterprise Zone Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on applications deemed complete by the Enterprise Zone Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the enterprise zone program.

C. Negotiations:

The Board shall negotiate the terms of any enterprise zone request as allowed by enterprise zone rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years, and enter into the binding agreement..

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

D. Distribution of Fees:

Company paid fees will be distributed by the Board with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least semi-annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.

Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least one affirmative vote from each entity shall be required to pass a motion regarding distribution of funds. If at least one affirmative vote is not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote. If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of all three Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule, or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination:

This Intergovernmental Agreement as it governs negotiations with eligible firms terminates upon the Expiration of the Columbia River Enterprise Zone II designation as provided in the 2009 Director's Order Number DO-09-209. The date the Columbia River Enterprise Zone II expires is June 30, 2020.

If the Entities make application to continue the Columbia River Enterprise Zone this Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Alternatively should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.


Company paid funds will continue to be collected beyond the current life of the Columbia River Enterprise Zone II. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.


IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Sponsor Entity signs.

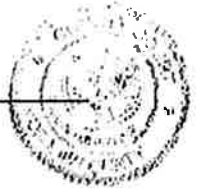
Morrow County Court

Dated this 8th day of MAY, 2013.

Attest:


Terry K. Fallman, Judge


Bobbi Childers, County Clerk




Ken Grieb, Commissioner

Approve as to Form:

Ryan Swinburnson, County Counsel


Leann Rea, Commissioner

2013 CREZ TIGA

City of Boardman

Dated this 7th day of May, 2013.

Sandy Toms
Mayor - Sandy Toms

Neil Livingston
Councillor - Neil Livingston

Brenda Proffitt
Councillor - Brenda Proffitt

Councillor - Vacant

David Jones
Councillor - David Jones

Christie Perry
Councillor - Christie Perry

Marc Rogstad
Councillor - Marc Rogstad

ATTEST:

Lila Killingbeck
City Recorder

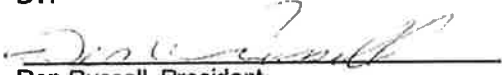
2013 CREZ II IGA

Port of Morrow

Dated this 8th day of May, 2013.

PORT OF MORROW, OREGON

BY:



Don Russell, President

ATTEST:



Larry Lindsay, Secretary

2013 CREZ II IGA

From: Richard Tovey
Sent: Wednesday, November 25, 2020 1:34 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>
Subject: CREZ III IGAs

Melissa-
I have attached the copies of the IGAs with the changes discussed in BoC this morning.
Thanks-
Rich

Richard S. Tovey
Deputy District Attorney/County Counsel
Morrow County District Attorney's Office
P.O. Box 664
Heppner, OR 97836
(541) 676-5626

**INTERGOVERNMENTAL AGREEMENT FOR
THE COLUMBIA RIVER ENTERPRISE ZONE III,
WITHIN A CITY AREA OF INFLUENCE
INCLUDING APPOINTMENT OF THE BOARD OF DIRECTORS
AND DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the Port of Morrow and CITY hereafter referred to as the "Entities". The Sponsors of CREZ III are Morrow County and Port of Morrow as defined by ORS 285C.050(19). This IGA is for the purpose of establishing a Board of Directors which will manage the CREZ III when a project lies within a city area of influence as identified on Exhibit B attached. This IGA will be attached as Exhibit C to the IGA between Port and Morrow County that creates and manages the CREZ III. Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the CREZ III when a project lies within a city area of influence to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ III Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, when a project is within a city area of influence, CREZ III shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint two (2) directors, at least one (1) of which shall be an elected official, to serve on the Board. The board will determine voting approval based on majority rule (4 of 6 members vote affirmative).

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

Boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of influence around each city, as described in map identified as Exhibit B.

B. Selection and Duties of the Board's Chair and Vice-Chair:

The Chair and Vice-Chair to serve in the Chair's absence, will be those appointed in the IGA governing CREZ III between the Port and Morrow County.

II. **Management of the Board:**

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the CREZ III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the CREZ III Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the CREZ III for the County Assessor or the Oregon Business Development Department.

B. Enterprise Zone Staff: The Board will have the following staff as appointed by the CREZ III IGA between the Port and Morrow County: Enterprise Zone Manager, County Assessor and legal counsel.

1. Duties of the Enterprise Zone Manager:

- be advisory and serve in an ex-officio capacity at all Board meetings
- those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones
- maintain the official documents and records of the CREZ III. These will include the minutes, agreements and orders produced by the Board. All documents will be maintained in a secure fire-safe location to be determined by the Board

2. Duties of the County Assessor:

- provides essential advisory duties
- provide information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA.

3. Duties of Legal Counsel:
 - provide agreements with businesses
 - provide amendments to this Intergovernmental Agreement
 - Use of legal counsel shall be authorized on a case by case basis by the Board
4. Duties of Fiscal Agent:
 - hold funds for use by the Board
 - maintaining both the application fees and the company paid funds
 - distribute both the applications fee and the company paid funds as directed by Order(s) passed by the Board

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager, Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic options will be available, when requested, to facilitate attendance of all Directors.

2. Public Meetings Process:

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions shall be announced at the beginning, citing the statutory allowance, and after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by a designee of the Board and then held by the Enterprise Zone Manager.

When a project is in a city's area of influence as identified in Exhibit B:
A quorum shall be constituted when four (4) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting. Any decision made during a meeting attended by a quorum of members must be by the majority of the board not the majority of the quorum present.

III. Powers of the Board:

The entities delegate to the board the powers set forth below and as provided in this agreement.

A. Applications:

The Board, through the Enterprise Zone Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on applications deemed complete by the Enterprise Zone Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the enterprise zone program.

B. Negotiations:

The Board shall negotiate the terms of any enterprise zone request as allowed by enterprise zone rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years.

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

C. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit B with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.
- Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.
- If at least one affirmative vote is not cast from each entity and the motion

fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.

- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of all three Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination of this Area of Influence IGA

This Intergovernmental Agreement as it governs negotiations with eligible firms with a city area of influence terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

This Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the CREZ III. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Sponsor Entity signs.

<SIGNATURES>

**INTERGOVERNMENTAL AGREEMENT FOR
CREATION AND MANAGEMENT OF THE
COLUMBIA RIVER ENTERPRISE ZONE III
INCLUDING APPOINTMENT OF THE
BOARD OF DIRECTORS AND
DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County and the Port of Morrow hereafter referred to as the "Entities". Each "Entity" is also a Sponsor as defined by ORS 285C.050(19). This IGA is for the purpose of creating and establishing a Board of Directors which will manage the Columbia River Enterprise Zone III (CREZ III). Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the CREZ III to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ III Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, the CREZ III shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint three (3) directors, at least one (1) of which shall be an elected official, to serve on the Board. The board will determine voting approval based on majority rule (4 of 6 members vote affirmative).

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

Boundaries for determining specific and local municipality (City) involvement or voting authority will be determined by designated area of influence around each city, as described in map identified at Exhibit B. When a project is in a City's area of influence as identified in Exhibit B, the Intergovernmental Agreement attached as Exhibit C shall be the governing management agreement for the CREZ III (i.e. if the project is in the Boardman area of influence, then the IGA with Boardman will be the managing agreement).

B. Selection and Duties of the Board's Chair and Vice-Chair:

The Board of Directors shall elect a Chair, and Vice-Chair to serve in the Chair's absence, at the first meeting of the Board and thereafter in January of each year. The Chair shall conduct the meetings of the Board and assume such other duties and responsibilities as are delegated to them by the Board, but shall have no greater voting rights than any other Board member. The Vice-Chair shall preside over meetings in the absence of the Chair.

II. **Management of the Board:**

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the CREZ III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the CREZ III Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the CREZ III for the County Assessor or the Oregon Business Development Department.

B. Enterprise Zone Staff: The Board may engage on its own or through a sponsor organization the following staff: Enterprise Zone Manager, County Assessor and legal counsel.

1. Selection and Duties of the Enterprise Zone Manager:

The Board shall appoint an Enterprise Zone Manager. Each member Entity shall ratify the nominee prior to appointment. The Enterprise Zone Manager shall be advisory and serve in an ex-officio capacity at all Board meetings.

The duties of the Enterprise Zone Manager shall include those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones, as listed above, and such other duties and responsibilities as determined by the Board.

Additionally, the Enterprise Zone Manager shall maintain the official documents and records of the CREZ III. These will include the minutes,

agreements and orders produced by the Board. All documents will be maintained in a secure fire-safe location to be determined by the Board.

2. Duties of the County Assessor:

The County Assessor may be a Board member, but also provides essential duties for the Board in their role as County Assessor. The Board looks to the County Assessor, or their designee, for information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA. Additionally, the County Assessor is responsible for billing based on company agreements and receipt of funds on behalf of the Board to assure payment amounts corresponds to the agreement and the billing. Funds would then be forwarded to the Fiscal Agent.

3. Selection and Duties of Legal Counsel:

The Board may have need to engage the services of an attorney to provide legal counsel for any number of reasons, including but not limited to, agreements with businesses, amendments to this Intergovernmental Agreement, and agreements governing how Enterprise Zone collected monies will be spent. Use of legal counsel shall be authorized on a case by case basis by the Board.

4. Selection and Duties of Fiscal Agent:

The Board will determine a Fiscal Agent to hold funds for use by the Board. The Fiscal Agent will be responsible for maintaining both the application fees and the company paid funds. Additionally, the Fiscal Agent will be responsible for distributing both the applications fee and the company paid funds as directed by Order(s) passed by the Board.

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager, Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic options will be available, when requested, to facilitate attendance of all Directors.

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after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by the Enterprise Zone Manager.

A quorum shall be constituted when four (4) directors, 2 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting. Any decision made during a meeting attended by a quorum of members must be by the majority of the board not the majority of the quorum present.

When a project is in a city's area of influence as identified in Exhibit B:
A quorum shall be constituted when four (4) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting.

III. Powers of the Board:

The entities delegate to the board the powers set forth below and as provided in this agreement.

A. Application Fees:

The Board will establish a schedule of application fees as allowed by ORS 285C to be paid by applicants. Said application fees will be used to support the business of the Board, including but not limited to, support of the Enterprise Zone Manager, legal counsel as needed, meeting support and necessary supplies.

B. Applications:

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Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

D. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit B with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.
- Distribution of funds is only done during a meeting that the full board is represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.
- If at least two affirmative votes are not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.
- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of both Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination:

This Intergovernmental Agreement as it governs negotiations with eligible firms terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

If the Entities make application to continue the CREZ III, this Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Alternatively, should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the CREZ III. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Sponsor Entity signs.

<SIGNATURES>

12-1-20 Morrow County, Oregon

From: Lisa Mittelsdorf <LisaM@portofmorrow.com>
Sent: Friday, December 18, 2020 4:00 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>
Cc: Ryan Neal <RyanN@portofmorrow.com>
Subject: CREZ IGA revisions

Melissa,

After some discussion with Art Fish and with Sam Tucker, we would propose a revision to the draft agreements for your consideration. Art suggested that boards adopt a resolution consistent with the CREZ decision. He also suggested that there could be an opt out of the agreement so as not to bind a future County Commission to a previous commission's decision. Another suggestion made was that the resolutions could be simplified to act as a confirmation of the CREZ board's action. The resolution is needed by the state from each sponsor.

Please review. If you would like to discuss some alternatives prior to your packet on Monday, please let me know. I am around all weekend.

Lisa Mittelsdorf

Director of Economic Development
Port of Morrow
P. O. Box 200
Boardman, OR 97818

Ph: 541-481-7678
Cell: 541-571-1671



**INTERGOVERNMENTAL AGREEMENT FOR
THE COLUMBIA RIVER ENTERPRISE ZONE III,
WITHIN A CITY AREA OF INFLUENCE
INCLUDING APPOINTMENT OF THE BOARD OF DIRECTORS
AND DUTIES OF THE BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made and entered into pursuant to Oregon Revised Statute (ORS) Chapter 190 by and between Morrow County, the Port of Morrow and CITY hereafter referred to as the "Entities". The Sponsors of CREZ III are Morrow County and Port of Morrow as defined by ORS 285C.050(19). This IGA is for the purpose of establishing a Board of Directors which will manage the CREZ III when a project lies within a city area of influence as identified on Exhibit B attached. This IGA will be attached as Exhibit C to the IGA between Port and Morrow County that creates and manages the CREZ III. Each party to this agreement has the following common objectives:

- Provide more jobs in new and existing industries for all of our residents.
- Increase the diversity of the economy, reducing the effect of economic fluctuations in single industries.
- Increase diversification of job opportunities, to provide workers greater choice for advancement.
- Raise the general level of income of residents.
- Expand the tax base to share the costs of providing schools, public improvements and other local government services.

The Entities desire to create an intergovernmental entity which will govern, supervise, manage and implement the operation of the CREZ III when a project lies within a city area of influence to fulfill the objectives as listed above.

The name of this intergovernmental entity shall be the CREZ III Board of Directors, hereinafter referred to as the Board.

I. Organization of the Board:

A. Appointment of Individuals to the Board of Directors:

To accomplish the objectives set forth in this Intergovernmental Agreement, when a project is within a city area of influence, CREZ III shall be governed by a Board of Directors comprised of six (6) directors. Each board member shall have one (1) vote. Each Entity shall appoint two (2) directors, at least one (1) of which shall be an elected official, to serve on the Board. The board will determine voting approval based on majority rule (4 of 6 members vote affirmative).

Each entity shall appoint its members of the Board, including alternate members and replacement members, for such terms and under such conditions as each Entity deems appropriate. Each Board member serves at the pleasure of the Entity which appoints them. It shall be the responsibility of each Entity to arrange for an alternative Board member in case of their absence.

Boundaries for determining any specific and local municipality involvement or voting authority will be determined by designated area of influence around each city, as described in map identified as Exhibit B.

- B. Selection and Duties of the Board's Chair and Vice-Chair:
The Chair and Vice-Chair to serve in the Chair's absence, will be those appointed in the IGA governing CREZ III between the Port and Morrow County.

II. Management of the Board:

A. Duties of the Board:

The duties of the Board shall include those required by law as outlined in ORS 285C governing enterprise zones, as listed below.

- Notify the Oregon Business Development Department, the County Assessor and the Department of Revenue of the appointed Enterprise Zone Manager.
- Provide enhanced local public services, local incentives and local regulatory flexibility to authorized or qualified business firms.
- Review and approve or deny applications for authorization.
- Assist the County Assessor in administering the property tax exemption and in performing other duties assigned to the Assessor under pertinent statute or rule.
- Maintain, implement and periodically update a plan for marketing the CREZ III to include strategies for retention, expansion, start-up and recruitment of eligible business firms.
- Manage the CREZ III in accordance with governing statute.
- Maintain a record of property within the CREZ III and manage boundary changes to accommodate business opportunities.
- Develop and maintain policies by which the CREZ III Board will operate when negotiating with businesses and share those policies with other partners in the enterprise zone program.
- Conduct, as needed or requested, annual reporting of activity within the CREZ III for the County Assessor or the Oregon Business Development Department.

B. Enterprise Zone Staff: The Board will have the following staff as appointed by the CREZ III IGA between the Port and Morrow County: Enterprise Zone Manager, County Assessor and legal counsel.

1. Duties of the Enterprise Zone Manager:

- be advisory and serve in an ex-officio capacity at all Board meetings
- those required by law including the duties of the zone sponsor as outlined in ORS governing enterprise zones
- maintain the official documents and records of the CREZ III. These will include the minutes, agreements and orders produced by the Board. All documents will be maintained in a secure fire-safe location to be determined by the Board

2. Duties of the County Assessor:

- provides essential advisory duties
- provide information and data related to the assessment and taxation of various industries and companies that engage in the various tax abatement programs administered under this IGA.

3. Duties of Legal Counsel:

- provide agreements with businesses
 - provide amendments to this Intergovernmental Agreement
 - Use of legal counsel shall be authorized on a case by case basis by the Board
4. Duties of Fiscal Agent:
- hold funds for use by the Board
 - maintaining both the application fees and the company paid funds
 - distribute both the applications fee and the company paid funds as directed by Order(s) passed by the Board

C. Meetings of the Board:

1. Meeting Schedule:

Meetings of the Board may be called by the Enterprise Zone Manager, Chairman or any four (4) directors.

Notice of general meetings shall be provided by email to each Director and interested individuals in a timely manner, generally more than seventy-two (72) hours prior to the meeting. Notice of special meetings shall be given to each director and interested individuals by email at least twenty-four (24) hours prior to the meeting.

The location of such meeting(s) shall be in Morrow County, Oregon and designated within the meeting notice. Meetings will generally be held at the Port of Morrow facilities in Boardman, however meetings can be held in alternate Morrow County locations. Telephonic or other alternate electronic device(s) options will be available, when requested, to facilitate attendance of all Directors.

2. Public Meetings Process:

Meetings of the Board are considered "Public" as defined by ORS 192 and shall be noticed as such. Negotiations with companies may be done under the Executive Session criteria found at ORS 192.660. Executive Sessions shall be announced at the beginning, citing the statutory allowance, and after closure a statement shall be made concerning the outcome.

Notice shall be provided to the media and other interested parties of all meetings held.

Minutes shall be taken by a designee of the Board and then held by the Enterprise Zone Manager.

When a project is in a city's area of influence as identified in Exhibit B:

A quorum shall be constituted when four (4) directors, 1 from each entity, are present in person, by alternate, by telephone or by other alternate electronic device(s) and when each Entity is represented at a meeting at which notice is properly given. Any member may waive the notice requirement either by writing or by appearing at the meeting. Any decision made during a meeting attended by a quorum of members must be by the majority of the board not the majority of the quorum present.

III. Powers of the Board:

The entities delegate to the board the powers set forth below and as provided in this agreement.

A. Applications:

The Board, through the Enterprise Zone Manager, shall receive and review requests for tax abatement from eligible businesses. The intent is to act promptly on applications deemed complete by the Enterprise Zone Manager and finalize negotiations within 90 days.

Policies adopted by the Board will provide guidance to applicant companies as to how offers should be submitted and the local objectives of the enterprise zone program.

B. Negotiations:

The Board shall negotiate the terms of any enterprise zone request as allowed by enterprise zone rules that govern the statewide program, and is authorized to approve or deny a tax exemption request extending benefits to authorized companies beyond the standard three (3) years and enter into the binding agreement. This Intergovernmental Agreement grants authority for binding agreements with authorized companies, and as such, each Sponsor entity will [adopt resolutions consistent with the CREZ III Board decision](#), to secure Business Oregon approval of the applications.

Recommendations and requests from affected Special Districts of potential impacts involving the service provided by said Districts, including but not limited to fire protection and public safety, may be considered.

Policies guiding negotiations will also be adopted to achieve transparency and to maintain consistency in the negotiations process. Adopted policies will be aligned with enterprise zone rules that govern the statewide program.

C. Distribution of Fees:

Company paid fees will be distributed by the Board of Directors, including city if applicable project is in an area of influence as depicted on attached Exhibit B with the following considerations:

- Distribution will be consistent with company agreements when applicable.
- Distribution will be done at least annually.
- Distribution in future years does not have to reflect distribution patterns set in previous years.
- Distribution will be carried out by the Fiscal Agent based on Order(s) passed and approved.
- Distribution formulas for community or economic development groups will use the Portland State University population numbers.
- Distribution of funds is only done during a meeting that the full board is

Deleted: take such action as required by applicable law on rule

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represented. In addition to the above requirement, at least two affirmative votes from each entity shall be required to pass a motion regarding distribution of funds.

- If at least one affirmative vote is not cast from each entity and the motion fails, nothing shall prevent the Board from attempting to distribute said money in a future vote.
- If an agreement for distribution cannot be reached, the Board shall vote to indicate that an impasse has been reached and the motion shall specifically identify the funds that are subject to the impasse and the source of those funds.
- If Entities cannot agree to distribution, once per year any remaining funds will be divided on a pro rata basis based on the tax rate existing at the time of the distribution, and shall include tax rates of the Morrow County tax code for the location of the enterprise project that the funds originate from.

IV. Amendments:

Amendments to this Intergovernmental Agreement may be initiated by the Board or by any Sponsor Entity with written notice to the other Sponsor Entities. Proposed amendments to the Intergovernmental Agreement can only be adopted with approval of all three Sponsor Entities.

Should any term or provision of this Intergovernmental Agreement be affected by changes in state law or rule; or be determined illegal by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and shall remain in effect.

V. Termination of this Area of Influence IGA

This Intergovernmental Agreement as it governs negotiations with eligible firms with a city area of influence terminates upon the Expiration of the CREZ III designation as provided in the 2020 Director's Confirmation of Positive Determination dated October 2, 2020. The date the CREZ III expires is June 30, 2025.

This Intergovernmental Agreement may need to be extended and/or may be reviewed and amended. Should the Entities desire to terminate the Zone prior to its expiration the procedures outlined in Oregon Revised Statute and Oregon Administrative Rule shall be followed.

Company paid funds will continue to be collected beyond the current life of the CREZ III. This Intergovernmental Agreement will continue to govern the distribution of those payments until all negotiated agreements are fulfilled, unless this Intergovernmental Agreement is replaced with a subsequent agreement to direct those company paid fees according to statute and rule governing the statewide enterprise zone program.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Intergovernmental Agreement. This Intergovernmental Agreement can be executed in parts and is effective on the date the last Sponsor Entity signs.

<SIGNATURES>

12-18-20 POM Edits



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5e

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext): 5620
Requested Agenda Date: 12/23/2020

(No acronyms please) Compensation Board Discussion

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time:
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 12/18/2020 Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

Purpose: For the BOC to provide input on the Compensation process – Direction/Vision
The Compensation Board will convene in the near future to review compensation rates for Elected Officials, now is the time to determine the type of information provided to the Compensation Board from the BOC.

Please see attached document for more information.

2. FISCAL IMPACT:

N/A

3. SUGGESTED ACTION(S)/MOTION(S):

N/A

Attach additional background documentation as needed.

2021 Compensation Board Timeline

DATE	ITEM
12/23/2020	Review Compensation Board Timeline with Board of Commissioners.
12/23/2020	Compensation discussion at BOC meeting. Commissioners provide direction to the Compensation Board regarding their vision for the next Fiscal Year.
12/23/2020	Elected Officials receive email advising them of the date and time of the Compensation Board meeting and requesting any comments they would like to provide.
1/20/2021	Comments from Elected Officials are due back to HR.
1/22/2021	Publish Agenda for Compensation Board meeting.
1/28/2021 ±	Packets with data and memos are delivered to Compensation Board members.
1/29/2021 ±	Scan of packet is posted to S Drive in Shared Documents.
2/18/2021 @ 1:00pm	Compensation Board meeting.
3/03/2021	Present Compensation Board recommendation to Board of Commissioners.

BOC Meeting 12/23/2020 re: Compensation Board

Purpose: For the BOC to provide input on the Compensation process – Direction/Vision

The Compensation Board will convene in the near future to review compensation rates for Elected Officials, now is the time to determine the type of information provided to the Compensation Board from the BOC.

- Which elected Officials will be included per ORS 204.005?
 - Sheriff
 - County Clerk
 - County Assessor
 - County Treasurer
 - Justice of the Peace – Not included in ORS but always included in past practice
 - County Commissioner – N/A – Only applicable if a new commissioner were to succeed any commissioner whose term of office expires the following January

The District Attorney Stipend is not included in ORS 204.005 and will be removed from the responsibilities of the Compensation Board.

Items to consider in packet to Compensation Board:

1. Cost of Living History
2. Current Wages – Should wage scales be implemented?
3. Elected Officials provide a brief narrative of their duties in addition to the duties outlined in the applicable ORS.
4. Number of subordinates supervised by elected officials
5. Analysis to similar positions in nearby Counties: Umatilla, Baker, Wasco, Jefferson, Crook
6. Analysis of the County's payroll for an internal cross-comparison/ Manager Wage Comparison
7. Size of Budget administered by each Elected Officer

Recommendation from the Compensation Board will be brought back to the BOC on March 3rd so long as the Compensation Board comes to a recommendation on February 18th and does not require an additional meeting.

Duties of Elected Officials per the ORS:

- Sheriff

<https://www.oregonlaws.org/ors/206.010>

- County Clerk

<https://www.oregonlaws.org/ors/205.110>

- County Assessor

<https://www.oregonlaws.org/ors/285C.130>

- County Treasurer

<https://www.oregonlaws.org/ors/221.920>

- Justice of the Peace

<https://www.oregonlaws.org/ors/51.020>

- County Commissioner

<https://www.oregonlaws.org/ors/651.050>

204.005
Election or appointment of
county officers

204.010
Terms of office of county of-
ficers

204.013
Numbered positions for office
of county commissioner

204.016
Eligibility for county offices
generally

204.017
Election of county commis-
sioners by numbered position

204.020
When terms of office
commence

204.065
Appointment of county judge
pro tem

204.070
Oath of county judge pro tem

204.075
Compensation of county
judge pro tem

ORS 204.005¹ Election or appointment of county officers

Text News Annotations Related Statutes

- (1) The following county officers shall be elected at the primary election or general election, as provided in ORS 249.088 (Nomination or election of candidate at nominating election):
 - (a) A sheriff.
 - (b) A county clerk.
 - (c) A county assessor.
 - (d) A county treasurer.
 - (e) A county commissioner to succeed any commissioner whose term of office expires the following January.
 - (f) In any county where there is a vacancy from any cause in the office of county commissioner, an additional commissioner to fill the vacancy.
- (2) Unless an adopted county charter or a county ordinance provides otherwise, the governing body of a county shall appoint a county surveyor. [Subsection (2) enacted as 1953 c.477 §2; subsection (3) enacted as 1959 c.174 §3; 1959 c.628 §1; 1961 c.571 §3; subsection (4) enacted as 1963 c.386 §2; 1965 c.221 §21; 1969 c.532 §3; 1971 c.88 §4; 1983 c.327 §4; 2005 c.797 §29; 2009 c.491 §1]

204.112
County compensation board

204.116
Governing body to fix
compensation of county officers,
deputies and employees

204.121
Compensation and appointment
of officers, deputies
and employees in counties
subject to county civil
service law

204.126
Change in compensation of
elective officers

ORS 204.112¹ County compensation board

- members
- compensation review and recommendations

Text News Annotations Related Statutes

- (1) Each county governing body shall appoint a county compensation board. A county compensation board shall consist of from three to five members, who are knowledgeable in personnel and compensation management.
- (2) The county compensation board shall annually recommend a compensation schedule for the county elective officers mentioned in ORS 204.005 (**Election or appointment of county officers**).
- (3) The county compensation board shall annually review the compensation paid to persons comparably employed by the State of Oregon, local public bodies and private businesses within a labor market deemed appropriate by the board for each elective officer. The county compensation board shall take into account such factors as the number of employees supervised and the size of the budget administered by each elective officer, the duties and responsibilities of each elective officer, and the compensation paid to subordinates and other appointed employees who serve in positions of comparable management responsibility. The county compensation board shall prepare and approve by majority vote a recommended compensation schedule for the elective officers and shall submit the recommended compensation schedule to the county governing body.
- (4) Notwithstanding subsections (1) to (3) of this section, the sheriff's salary shall be fixed in an amount which is not less than that for any member of the sheriff's department. [1989 c.941 §1]



AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 1 of 2)

(For BOC Use)
Item #
5fi

Please complete for each agenda item submitted for consideration by the Board of Commissioners
(See notations at bottom of form)

Presenter at BOC: Lindsay Grogan
Department: Human Resources
Short Title of Agenda Item:

Phone Number (Ext): 5620
Requested Agenda Date: 12/23/2020

(No acronyms please)

Emergency Command Update - COVID pay extension

This Item Involves: (Check all that apply for this meeting.)

- Order or Resolution
Ordinance/Public Hearing:
1st Reading 2nd Reading
Public Comment Anticipated:
Estimated Time:
Document Recording Required
Contract/Agreement
Appointments
Update on Project/Committee
Consent Agenda Eligible
Discussion & Action
Estimated Time: 5 mins
Purchase Pre-Authorization
Other

N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:
Contractor/Entity Address:
Effective Dates - From: Through:
Total Contract Amount: Budget Line:
Does the contract amount exceed \$5,000? Yes No

Reviewed By:

Department Director Required for all BOC meetings
Administrator Required for all BOC meetings
County Counsel *Required for all legal documents
Finance Office *Required for all contracts; other items as appropriate.
Lindsay Grogan 12/21/2020 Human Resources *If appropriate

*Allow 1 week for review (submit to all simultaneously). When each office has notified the submitting department of approval, then submit the request to the BOC for placement on the agenda.

Note: All other entities must sign contracts/agreements before they are presented to the Board of Commissioners (originals preferred). Agendas are published each Friday afternoon, so requests must be received in the BOC Office by 1:00 p.m. on the Friday prior to the Board's Wednesday meeting. Once this form is completed, including County Counsel, Finance and HR review/sign-off (if appropriate), then submit it to the Board of Commissioners Office.

AGENDA ITEM COVER SHEET
Morrow County Board of Commissioners
(Page 2 of 2)

1. ISSUES, BACKGROUND, DISCUSSION AND OPTIONS (IF ANY):

The Family First Coronavirus Response Act FFCRA is expiring on 12/31/2020. Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

COVID PAY A - FULL PAY-

- (1) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- (2) has been advised by a health care provider to self-quarantine related to COVID-19;
- (3) is experiencing COVID-19 symptoms and is seeking a medical diagnosis;

COVID PAY B - 2/3 PAY -

- (1) is caring for an individual subject to an order described in or self-quarantine
- (2) is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
- (3) is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

As of 12/31/2020, we are no longer required to provide paid leave. However due to the concern of limiting the spread of the virus, we are recommending a 1 month extension (1/31/21) on providing paid leave to the employees who qualify as listed above.

2. FISCAL IMPACT:

Varies depending on employee exposure and outbreaks.

3. SUGGESTED ACTION(S)/MOTION(S):

Motion to extend providing COVID paid leave for employees until the end of January 2021.

Attach additional background documentation as needed.

Roberta Lutcher

From: Melissa Lindsay
Sent: Friday, December 18, 2020 2:28 PM
To: Roberta Lutcher
Cc: Morrow County Fairgrounds; Gregg Zody
Subject: Message for agenda

Hi Roberta please include the following message I received today;

Is there anyway to open the indoor arena? It is really outdoors when the doors are open. Cold and very open. Very few people per square foot use it. In all the years riding usually people are by themselves or with only a few people. The horses supply a very natural social distancing as well of more than 6 feet. Far more distancing than even the parade. Please consider this help with this out door activity.

Thank you and Merry Christmas.

Sue Gibbs



Sector Risk Level Guidance Chart

Activities	Lower Risk	Moderate Risk	High Risk	Extreme Risk
Social and At-Home Gathering Size — Indoor	<ul style="list-style-type: none"> Maximum 10 people Recommended limit: 4 households 	<ul style="list-style-type: none"> Maximum 8 people Recommended limit: 2 households 	<ul style="list-style-type: none"> Maximum 6 people Recommended limit: 2 households 	<ul style="list-style-type: none"> Maximum 6 people Recommended limit: 2 households
Social and At-Home Gathering Size — Outdoor	Maximum 12 people	Maximum 10 people	Maximum 8 people	<ul style="list-style-type: none"> Maximum 6 people Recommended limit: 2 households
Eating and Drinking Establishments	<ul style="list-style-type: none"> Indoor dining allowed Indoor capacity: not to exceed 50% maximum occupancy Outdoor dining allowed Outdoor capacity: 300 people maximum Indoor and outdoor seating: 8 people per table maximum 12:00 a.m. closing time 	<ul style="list-style-type: none"> Indoor dining allowed Indoor capacity: not to exceed 50% maximum occupancy or 100 people, whichever is smaller Indoor seating: 6 people per table maximum Outdoor dining allowed Outdoor capacity: 150 people maximum Outdoor seating: 8 people per table maximum 11:00 p.m. closing time 	<ul style="list-style-type: none"> Indoor dining allowed Takeout highly recommended Indoor capacity: not to exceed 25% maximum occupancy or 50 people, whichever is smaller Outdoor dining allowed Outdoor capacity: 75 people maximum Indoor and outdoor seating: 6 people per party and per table maximum, limit 2 households 11:00 p.m. closing time 	<ul style="list-style-type: none"> Indoor dining prohibited Takeout highly recommended Outdoor dining allowed Outdoor capacity: 50 people maximum Outdoor seating: 6 people per party and per table maximum, limit 2 households 11:00 p.m. closing time
Indoor Recreation and Fitness Establishments (includes gyms, fitness organizations, indoor recreational sports, indoor pools)	Capacity: Maximum 50% occupancy	Capacity: Maximum 50% occupancy or 100 people total, whichever is smaller	Capacity: Maximum 25% occupancy or 50 people total, whichever is smaller	Prohibited
Indoor Entertainment Establishments (includes aquariums, indoor theaters/arenas/concert halls, indoor gardens, indoor museums, indoor entertainment activities of any kind)	Capacity: Maximum 50% occupancy	Capacity: Maximum 50% occupancy or 100 people total, whichever is smaller	Capacity: Maximum 25% occupancy or 50 people total, whichever is smaller	Prohibited
Retail Stores (includes street fairs/markets, grocery stores, convenience stores and pharmacies)	<ul style="list-style-type: none"> Capacity: Maximum 75% occupancy Curbside pick-up encouraged 	<ul style="list-style-type: none"> Capacity: Maximum 75% occupancy Curbside pick-up encouraged 	<ul style="list-style-type: none"> Capacity: Maximum 50% occupancy Curbside pick-up encouraged 	<ul style="list-style-type: none"> Capacity: Maximum 50% occupancy Curbside pick-up encouraged
Indoor and Outdoor Shopping Centers/Malls	<ul style="list-style-type: none"> Capacity: Maximum 75% occupancy Curbside pick-up encouraged 	<ul style="list-style-type: none"> Capacity: Maximum 75% occupancy Curbside pick-up encouraged 	<ul style="list-style-type: none"> Capacity: Maximum 50% occupancy Curbside pick-up encouraged 	<ul style="list-style-type: none"> Capacity: Maximum 50% occupancy Curbside pick-up encouraged
Faith Institutions, Funeral Homes, Mortuaries, Cemeteries	<ul style="list-style-type: none"> Indoor Capacity: Maximum 75% occupancy Outdoor Capacity: 300 people maximum 	<ul style="list-style-type: none"> Indoor Capacity: Maximum 50% occupancy or 150 people total, whichever is smaller Outdoor Capacity: 250 people maximum 	<ul style="list-style-type: none"> Indoor Capacity: Maximum 25% occupancy or 150 people total, whichever is smaller Outdoor Capacity: 200 people maximum 	<ul style="list-style-type: none"> Indoor Capacity: Maximum 25% occupancy or 100 people total, whichever is smaller Outdoor Capacity: 150 people maximum Recommended: limit services to one hour
Offices	Limited office work available	Recommend remote work, if able	Recommend remote work, if able	<ul style="list-style-type: none"> Require remote work, if able Close offices to the public, if possible
Outdoor Recreation and Fitness Establishments (includes outdoor gyms, outdoor fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails*, outdoor campgrounds*)	Maximum 300 people	Maximum 150 people	Maximum 75 people	Maximum 50 people
Outdoor Entertainment Establishments (includes zoos, outdoor gardens, outdoor aquariums, outdoor theaters/stadiums)	Maximum 300 people	Maximum 150 people	Maximum 75 people	Maximum 50 people
Personal Services	Allowed	Allowed	Allowed	Allowed
Long-Term Care	Inside and outside visitation allowed	Inside and outside visitation allowed	Inside and outside visitation allowed	Outside visitation only

Authority: Executive Order No. 20-66, ORS 433.441, ORS 433.443, ORS 431A.010

Enforcement: To the extent this guidance requires compliance with certain provisions, it is enforceable as specified in Executive Order 20-66.

Definition:

- “Maximum Occupancy” means the maximum occupancy permitted by law, or if the maximum occupancy is unknown the capacity equivalent to 86 square feet of space per person.
 - *Capacity limits do not apply to this activity.

Additional Notes:

- All activities are subject to more detailed, sector-specific guidance.
- Subject to more detailed sector-specific guidance, all activities assume mask usage, minimum physical distancing, provisions for hand hygiene and enhanced cleaning protocols.
- Congregate homeless sheltering, Youth Programs, Childcare, K-12 Schools, Higher Education, Drive-In Operations and current Division 1 and Professional Athletics exemptions operate under sector specific guidance for all risk levels.

Document accessibility: For individuals with disabilities or individuals who speak a language other than English, OHA can provide information in alternate formats such as translations, large print, or braille. Contact the Health Information Center at 1-971-673-2411, 711 TTY or COVID19.LanguageAccess@dhs.oh.a.gov

ROAD REPORT DECEMBER 2020

FALL BLADING OPERATIONS: Blade operators continue dressing up our gravel road system.

BUTTERMILK BRIDGE: Crew members removed the expanded metal wear surface from the bridge, removed debris and washed the deck and replaced the wear surface with longer lag bolts to increase the life of the bridge.

SHOULDER WORK: The road crew reclaimed ditches and improved shoulders at the intersection of Smith and McNab, the intersection of Lundell and Dry Fork, a section of road on Fairview and a section of road on Sand Hollow.

GRAVEL ROAD REPAIR: A repair team was sent out to Alpine and Doherty to make unexpected repairs to the area that was not properly maintained by Orchard Winds during their road use agreement. I will be billing them for equipment, labor and materials used.

POTHOLE PATCHING: As time allows, crew members have been filling potholes around the county.

WILLOW CREEK: Crew members will perform shoulder work on the north end of Willow Creek at the end of this month.

LEXINGTON SAND/EQUIPMENT SHED: The Sand/equipment shed is fully functional. Crew members placed eco-blocks along the north side of the building to protect from hitting it and create a space for snow to fall off the roof.

RETIRED EQUIPMENT: All retired equipment has been sold at the Public Works Auction or on Govdeals.com. All other materials and scrap have been removed from the property.

ROAD SIGN REPAIR: Crew members continue making sign repairs around the county as needed.

PERMITS: Following are the permits approved during the month of December.

ORG	662	Wilson Lane	West Extension Irrigation Dist	Utility	irrigation pipe line	11/30/2020	12/03/2020
273/273a	621	East Oregon Lane	Gary & Mari Gordanier	Approach		12/07/2020	12/15/2020

Roberta Lutcher

From: Melissa Lindsay
Sent: Thursday, December 17, 2020 10:33 AM
To: Roberta Lutcher
Subject: FW: Update on Stand Up to Factory Farms Petition Request and Next Steps (Long-Email But Important Information and recommendations)

We better add this clarity

Thank you!

Melissa Lindsay
 Morrow County Commissioner
 Board of Commissioners Chair
 PO BOX 788
 Heppner OR 97836
 Cell: 541-561-0234



www.CO.Morrow.Or.US

From: J.R. Cook <jrcook@northeastoregonwater.org>
Sent: Tuesday, December 15, 2020 4:52 PM
To: Melissa Lindsay <mlindsay@co.morrow.or.us>; John Shafer <john.shafer@umatillacounty.net>; Karen Pettigrew <pettigrewk@cityofboardman.com>; Aaron Palmquist <aaron.palmquist@ci.irrigon.or.us>; Byron Smith <bsmith@hermiston.or.us>; 'Kim B. Puzey' <kimpuzey@uci.net>; ryann@portofmorrow.com; Tamra Mabbott <tmabbott@co.morrow.or.us>; Robert Waldher <robert.waldher@umatillacounty.net>; Sen Hansell <sen.billhansell@oregonlegislature.gov>; BOBBY LEVY <bobby@bobbylevyfororegon.com>; Representative Greg Smith <Rep.GregSmith@oregonlegislature.gov>; jake@madisonranches.com; bill@bpsoregon.com; Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: skeeter@amstad.com; gharris@rdoffutt.com; patrick@boardmanfoods.com; carl@jshfarms.com; gibb.evans@irz.com; mbergstrom@agrinw.com; Dean Hammond <dean@gvfusa.com>; boblevy@windyriverfarms.com
Subject: RE: Update on Stand Up to Factory Farms Petition Request and Next Steps (Long-Email But Important Information and recommendations)

Good evening-

I apologize but I need to clarify one item in the summary below. Only 3 individuals from Umatilla County provided comments in support. Those individual residents were from Stanfield, Pendleton and Milton-Freewater. Some read that as meaning that the three cities provided comments which is incorrect and I apologize for the lack of clarity. To clarify, only 3 of the 7 individuals who commented out of the 1,084 comments in support of the petition were from our region and those three individuals were impacted by the Ordinance Basalt or Ordinance Alluvial Critical Groundwater Areas. My intention for showing where they came from was to show that those individuals were not even in the area of concern and some misread that to mean that the cities actually commented which is not accurate. My apologies for the confusion.

Best regards,

JR

From: J.R. Cook

Sent: Tuesday, December 15, 2020 4:21 PM

To: Melissa Lindsay <mlindsay@co.morrow.or.us>; John Shafer <john.shafer@umatillacounty.net>; Karen Pettigrew <pettigrewk@cityofboardman.com>; Aaron Palmquist <aaron.palmquist@ci.irrigon.or.us>; Byron Smith <bsmith@hermiston.or.us>; 'Kim B. Puzey' <kimpuzey@uci.net>; ryann@portofmorrow.com; tmabbott@co.morrow.or.us; Robert Waldher <robert.waldher@umatillacounty.net>; Sen Hansell <sen.billhansell@oregonlegislature.gov>; BOBBY LEVY <bobby@bobbylevyfororegon.com>; Representative Greg Smith <Rep.GregSmith@oregonlegislature.gov>; jake@madisonranches.com; bill@bpsoregon.com; Roberta Lutcher <rlutcher@co.morrow.or.us>
Cc: skeeter@amstad.com; GHarris@rdoffutt.com; patrick@boardmanfoods.com; carl@jshfarms.com; Gibb.Evans@irz.com; mbergstrom@agrinw.com; Dean Hammond <dean@gvfusa.com>; boblevy@windyriverfarms.com
Subject: Update on Stand Up to Factory Farms Petition Request and Next Steps (Long-Email But Important Information and recommendations)

Good afternoon-

I am including our local state legislators, participants who signed onto the letter in opposition to the Stand Up to Factory Farms (SUFF) Coalition petition for Oregon Water Resources Commission rulemaking, the NOWA Board of Directors and the Board of Directors and Counsel for the Mid-Columbia Water Commission (our new entity tasked with administering our regional Mid-Columbia Mitigation Water Rights).

Today the Oregon Water Resources Commission (WRC) unanimously denied the SUFF petition to initiate rulemaking to further restrict water uses in the Ordinance Alluvial Critical Groundwater Area and Ordinance Basalt Critical Groundwater Area.

On the record were 1,084 comments on the record in support of the SUFF petition (i.e. comments in support of further restriction). Of those comments, only 7 comments received were from individuals in eastern Oregon and only 3 of the 7 (Stanfield, Pendleton and Milton-Freewater) were from individuals in Umatilla County (there were no support comments received from Morrow County residents).

The CTUIR also sent a letter of support to the petition request.

The remaining comments were received from interest groups and individuals from outside of our area. Some groups to highlight include:

- 1000 Friends of Oregon
- Columbia Riverkeeper
- Food & Water Watch
- WaterWatch of Oregon
- Friends of Family Farmers
- Center for Food Safety
- Center for Biological Diversity
- Farm Forward
- Animal Legal Defense Fund
- Humane Voters Oregon
- Friends of the Columbia Gorge
- Oregon Rural Action

Only 4 comments were received in opposition to the request. Those included the City of Irrigon, Morrow County, Agriculture Coalition (Oregon Farm Bureau, Oregon Dairy Farmers Association and Oregon Cattlemen's Association), and our letter (Morrow County, Umatilla County, Port of Morrow, Port of Umatilla, City of Irrigon, City of Hermiston, City of Boardman and NOWA)

The WRC sided with our arguments that the groundwater issue is much larger than the petition request to stop one industry (CAFO's including dairies and feedlots).

While this is a victory for our region, I am sending out a proactive email to both thank you and to highlight some key issues and observations that need to be addressed in our region. I am hopeful that our Basin, as usual, can find a way to show forward progress on fixing our long-standing natural resource sustainability issues as we know that the groups that are focusing on our Basin right now will do everything in their power to use the problem (rather than support our efforts to fix them) in an effort to stop industries that they wish to attempt to stop.

For those reasons I offer the following observations and, on behalf of NOWA, areas where we would like to work with our local leadership to address:

1) Lack of formal dialogue between the CTUIR and local governmental leadership could enable special interests to divide the region

Observation: The CTUIR Board of Trustees once collaborated with Umatilla County and Morrow County on regional natural resource issues and other issues on a regular semi-formal basis. During the late 90's and early 2000's there were regular "Govt. to Govt." meetings between County Government and CTUIR Board of Trustee leadership and lead staff. While these were not official Government to Government meetings, as the Counties are not sovereigns, they were helpful in establishing clear communication and dialogue around areas of regional importance. Areas of mutual interest were established as well as areas where the local non-tribal government and CTUIR governance agreed to disagree. While these meetings did not often lead to a formal coalition to move things forward, they did enable the non-tribal officials to address issues brought to the CTUIR by outside interest groups in an effort to keep our region moving forward and out of statewide interest's, special interest fights. Additionally, this appeared to be beneficial to the CTUIR as the formal dialogue allowed for the CTUIR to obtain additional information from the local non-tribal governance leadership regarding short and long-term plans to address specific issues. While we cannot guarantee that these types of conversations would have lead to a change of CTUIR opinion on the current matter-at-hand, we feel that a more formal opportunity for dialogue could have enabled a more local discussion on the pro's and con's of the issue and request and could have enabled the Counties and CTUIR to discuss what their mutual goals are regarding sustainability and enhancement of the native groundwater aquifers.

Recommendation: Would both Counties consider establishing a meeting schedule with CTUIR leadership to discuss, at a minimum, current natural resource issues at hand (primarily water quality and quantity improvement efforts). NOWA and the Mid-Columbia Water Commission are willing to work with both counties to develop a presentation to update all groups on our water quality and quantity efforts, the formation and function of the new Mid-Columbia Water Commission and our long-term goals if that would be a worthy topic of an initial meeting. While we recognize that all parties will never be in alignment on every natural resource topic in the region, we believe that our region is much more successful if we all understand each other which could prevent future occurrences such as the WRC petition today where outside interest groups with over 1,000 individuals from outside of our region try to dictate what our region is to do.

2) WRC and general public unaware of the investment and efforts of the Mid-Columbia Region to fix long-standing environmental issues while at the same time generating significant benefits to the Statewide economy

Observation: Lacking any formal state commitment to the regional efforts to fix our water problems, it appears that WRC Commissioners, even Commissioners that were active when the Umatilla Basin first secured our grant funding in 2015, have forgotten or lost track of the work that the Basin has completed these past 5 years (as an example, one Commissioner recommended that the Umatilla Basin be asked to be a candidate for "place based planning" funds to identify ways to fix our groundwater problem. Leadership such as the WRC does not know that our Basin has a crisp set of needs to finish what we started regarding our sustainability efforts that build off of 4 previous plans and commitments made over 50 years of collaboration and problem solving.

Recommendation: While we dream of passing legislation similar to the Yakima Basin Integrated Plan legislation of Washington (RCW 90.38) or Washington Columbia River Program (RCW 90.90) to memorialize the pathway our region has invested in, we believe we have to re-educate our leadership. We recommend, if the entities are willing, a thank you letter to the WRC and OWRD staff for a thorough review and recommendation to deny the petition request, including factual highlights of what we have accomplished and our additional needs, in sequence, for our long-term fix. We also recommend inviting the WRC and allowing the WRC to forward our invite to all 1,084 participants who provided comments in support of this petition to come meet with us and tour our region and the projects that we just completed. NOWA is building up cash reserves for an outreach campaign to begin working towards our long-term goals (secure short term mitigation water, complete Ordinance Project and recharge testing, secure permanent mitigation water from Canada, develop and build out groundwater banking program, conduct aquifer recharge where

possible). We are happy to assist in development of a regional outreach effort to begin formally telling this story in a manner that is understandable and consistent for all who may wish to learn. We are happy to write the letter to WRC and OWRD as a follow up to today's decision and will be reaching out to our partner entities to request your approval to add your logo to this follow up outreach effort.

3) Statewide interest groups gaining traction in a Basin that has a long history of not getting sucked into statewide matters

We believe that without the above two actions our basin will continue to become vulnerable to statewide interest groups efforts to divide and conquer our region. That is counter-productive to what our region has invested in and is known for. We are a region that has consistently been able to thread needles through statewide stalemates to make forward progress. That is a testament to our legislative leadership (included in this email) and our local leadership (both public and private). We would like to develop a forum to work with our local legislators, Counties, municipalities and other partners to build a framework to continue progress. We are seeking any input from this group on how we could better serve this need and sustain our region.

Please send your thoughts regarding the above via email to me or to our NOWA Board members so that we can vet this with the NOWA Board and members to develop a draft concept or list of concepts for all our members to discuss. We are a strong region when we work together and I am proud to work with you all. Today was a testament to what can happen when the region speaks with one-voice when something is unjust. I am proud of the work everyone put into fighting this petition request. By the decision today, we are now able to react in a pro-active manner to the groups that are interested in using our problems to further their agenda rather than work with us to fix our problems (many of which they helped create). Please let us know how we can help on the natural resources side and what we can be doing better as an organization to bring the region together to fix problems of the past and grow sustainably together.

Best regards,

JR



Oregon

Kate Brown, Governor

Water Resources Department
North Mall Office Building
725 Summer St NE, Suite A
Salem, OR 97301
Phone (503) 986-0900
Fax (503) 986-0904
www.Oregon.gov/OWRD

MEMORANDUM

TO: Water Resources Commission

FROM: Thomas M. Byler, Director

SUBJECT: Agenda Item A, December 15, 2020
Special Water Resources Commission Meeting

Request for Decision on Petition for Rule Amendment or Rulemaking

I. Introduction

On October 5, 2020, the Water Resources Commission received a petition for rulemaking requesting the Commission to initiate rulemaking to restrict exempt uses of groundwater for stockwatering in the Ordnance Critical Groundwater Areas. In this agenda item, staff will provide background and recommend a course of action on the petition. The Commission will need to decide whether to deny the petition or accept it and direct the Water Resources Department to initiate rulemaking.

II. Petition for Rulemaking: Overview of Governing Law and Process

Relevant Law

Pursuant to ORS 183.390, an interested person may petition an agency to adopt, amend, or repeal a rule. The Attorney General has adopted a uniform rule, OAR 137-001-0070, to govern the submission, consideration, and disposition of petitions for rulemaking. Agencies must apply the uniform rule as written. According to OAR 137-001-0070, the petition must meet certain requirements. The petition must include the name and address of the petitioner and any other person known to the petitioner to be interested in the rule. The petition must also include facts or arguments of sufficient detail to show the reasons for and effects of adoption, amendment, or repeal of the rule. If a petitioner is requesting rule adoption, the petition must include the proposed language in full. If a petitioner is requesting amendment of an existing rule, the petition must set out the rule in full, with all proposed additions and deletions clearly indicated.

In addition, a petition requesting amendment or repeal of a rule must include comments on:

- Options for achieving the existing rule's substantive goals while reducing the negative economic impact on businesses;
- Continued need for the existing rule;
- Complexity of the existing rule;
- Extent to which the existing rule overlaps, duplicates, or conflicts with other state or federal rules and with local government regulations; and
- Degree to which technology, economic conditions, or other factors have changed in the subject area affected by the existing rule, since the agency adopted the rule.

Required Actions

If a petition requests amendment or repeal of a rule, the agency must invite public comment before taking action to deny the petition. This invitation for public comment should specifically invite comment on whether options exist for achieving the rule's substantive goals in a way that reduces the negative economic impact on businesses.

When reviewing a petition, the Commission must consider six factors (ORS 183.390):

- The continued need for the rule;
- The nature of complaints or comments received concerning the rule from the public;
- The complexity of the rule;
- The extent to which the rule overlaps, duplicates or conflicts with other state rules or federal regulations and, to the extent feasible, with local government regulations;
- The degree to which technology, economic conditions, or other factors have changed in the subject area affected by the rule; and
- The statutory citation or legal basis for the rule.

Within 90 days of receipt of a petition for rule amendment or rulemaking, the agency must either deny the petition in writing or initiate rulemaking proceedings.

III. Background on Ordinance Basin Critical Groundwater Area

In 1976, in response to rapidly declining ground water levels in the Columbia River Basalt Group and alluvial aquifers located west of the Umatilla River near Hermiston, the Director of the Water Resources Department wrote an order establishing the Ordinance Basin Critical Groundwater Area (OCGWA). The area is roughly centered on the former Umatilla Ordnance Depot, located west of the Umatilla River near Hermiston and south of the Columbia River.

The OCGWA was established after public notification and subsequent public hearings during which the characteristics of the critical area were defined and pending applications for new appropriations reviewed. The resulting Findings, Conclusions and Order describe the location and characteristics of the OCGWA and close the alluvial and basalt aquifers to further permitted appropriation.

Although the Director closed the OCGWA to further permitted appropriations, the Director left exempt uses intact, perhaps due to the testimony of witnesses who commented that restricting the construction of additional exempt wells for stockwatering and for single family domestic purposes was too severe and would produce an unnecessary economic hardship for many individuals in the area. The resulting order specifies that further development of the alluvial or basalt aquifer systems is prohibited "by additional wells which are not exempt from filing for water rights in accordance with ORS 537.545." The Commission subsequently adopted a rule (OAR 690-507-0070(3)(a)) in the Columbia-Umatilla Plateau Subbasin basin rules to give effect to the Director's order.

IV. Overview of Petition

On October 5, 2020, Stand Up to Factory Farms (Petitioners) (a coalition comprised of Columbia Riverkeeper, Food & Water Watch, WaterWatch of Oregon, Friends of Family Farmers, Center for Food Safety, Center for Biological Diversity, Farm Forward, Animal Legal Defense Fund, Humane Voters Oregon, Friends of the Columbia Gorge, and Oregon Rural Action) submitted a petition for the Commission to conduct rulemaking. A complete copy of the petition is contained in Attachment 1.

The Petitioners request the Commission “prohibit new or expanded exempt uses for stockwatering in the Ordnance CGWAs” through amendment, by rule, of the Commission’s Order dated April 2, 1976. The order is referenced in OAR 690-507-0070(3)(a) which states:

- (3) Groundwater: Appropriation and use of groundwater in the Columbia-Umatilla Plateau subbasin shall comply with the following provisions:
 - (a) Groundwater resources of the basalt aquifer and shallow gravel aquifer within the Ordnance Critical Groundwater Area are closed to further appropriation by Order of the Director dated April 2, 1976;

The Petitioners seek an amendment of the order by rule as follows:

Effective [date of Petition], the Ordnance Gravel Critical Ground Water Area and the Ordnance Basalt Critical Ground Water Area are closed to further appropriation of ground water in excess of 5,000 gallons per day under the “stockwatering” exemption in ORS 537.545(1)(a).

V. Summary of the Nature of Public Comments and Concerns

The Department invited public comment on the petition, including whether options exist for achieving the rule’s substantive goals in a way that reduces the negative economic impact on businesses. The Department received 1,088 comments as of 5:00 PM on December 1, 2020. A complete list of commenters is contained in Attachment 2. Comments submitted after December 1 were not considered by the Department in formulating the recommendations contained in this report. A complete copy of each public comment received is accessible for download from the Department’s file pick-up site:
<http://filepickup.wrd.state.or.us/files/Ordnance%20CGWA%20Rule%20Petition%20Comments/>.

Comments in Support of the Petition

The Department received 1,084 comments in support of the petition, including three comments from organizations or coalitions (WaterWatch of Oregon, the Petitioners, and Friends of Family Farmers) and one comment from the Confederated Tribes of the Umatilla Indian Reservation (CTUIR). Many comments in support of the petition were form comments. Samples of form comments and unique comments, as well as comments from the CTUIR and organizations identified above are included in Attachment 3. Comments in support of the petition highlighted the following concerns:

- There is a threat of significant new exempt stockwatering in the OCGWA;
- Regulation is complicated and costly, and if regulation was a solution for addressing new uses there would be no need for critical orders to preclude new permits;
- Due to the complexity of connections between water-bearing zones, mitigation agreements are not sufficient to address new exempt stockwatering uses;
- There is public sentiment in support of closing the stockwatering exemption “loophole” statewide;
- The stockwatering exemption is outdated;
- The animal agriculture industry has changed significantly since the 1976 order was adopted, from small farms with animals dispersed on pasture to large mega-dairies with tens of thousands of confined animals;
- Limitation of the stockwatering exemption would provide more certainty to existing, permitted water users by preventing unregulated and unmeasured withdrawals from already declining aquifers;
- Presence and expansion of stockwatering operations create the potential for exempt use to displace authorized uses;
- Mega-dairies are particularly water intensive and pose a danger to Oregon’s precious water resources;
- Mega-dairies are exploiting an exemption originally intended for use by small farmers;
- Small dairy farmers are struggling, and these farmers are often better stewards of the land than mega-dairies;
- Mega-dairies pose other related environmental threats, such as methane emissions and contamination of water from bacteria and toxins;
- Mega-dairies are inhumane, and less water should be used for meat production and animal agriculture;
- Corporations and other outside interests should not take Oregon’s water;
- Oregon is at risk of repeating water management mistakes made in other states, such as Arizona;
- Well drilling contractors are drilling stockwater wells which are then used for other purposes.

Comments in Opposition to the Petition

The Department received four comments in opposition to the petition. Umatilla County, Morrow County, City of Boardman, City of Irrigon, City of Hermiston, Port of Umatilla, Port of Morrow, and Northeast Oregon Water Association submitted a Regional Group letter in opposition to the petition. Morrow County and the City of Irrigon also submitted separate letters highlighting additional concerns with the petition. The Oregon Cattleman’s Association, the Oregon Farm Bureau Federation, and the Oregon Dairy Farmers Association (self-identified “Agriculture Groups”) submitted a letter in opposition to the petition. Copies of letters in opposition to the petition are included in Attachment 4. Comments in opposition to the petition expressed the following concerns:

- The petition and proposed rulemaking could set undesirable precedent for water management in the region;
- The purpose of the petition is to target a specific agricultural industry;

- The petition attempts to preempt local land use planning and is contrary to ORS 215.230 and Umatilla and Morrow County Comprehensive Land Use Plans and their respective Zoning Codes;
- If the petition is approved, resources would be diverted from long-term sustainability efforts and investments;
- Regulatory impacts that prevent the Mid-Columbia region from sustaining its natural resource economy are a major concern;
- Additional regulations should be vetted by peer-reviewed science and consider impacts to property rights and the region's economy;
- Efforts to regulate could result in negative impacts to the region's multi-biennial water sustainability efforts and the partnerships and stakeholder investments made to date.
- Any change to the CGWAs should follow amendment to the local comprehensive plan.
- Proposed rule change would be in direct conflict with ORS 30.930, Oregon's Right to farm law, and would entitle landowners to notice (pursuant to Measure 56) and just compensation (pursuant to Measure 49).
- Petition is not requesting a rule amendment but is instead requesting a change to the Ordinance CGWA designation itself and the Commission must follow the process set forth in statute for designation of a CGWA, if the Commission wishes to make the requested change.
- Petition requests the Commission to take action that is outside its statutory authority.
- The Department already has the authority to regulate off junior exempt users of groundwater throughout the state.
- No large exempt uses of groundwater for stockwatering currently exist or are planned within the Ordinance CGWA.

VI. Consideration of the Petition

As outlined above, when reviewing a petition, the Commission must consider the six factors in ORS 183.390. These factors are considered below in the Department's evaluation of the petition.

The nature of complaints or comments received concerning the rule from the public

The Department has outlined the nature of the comments in support and in opposition to the rulemaking petition above. In addition, the petition is attached for the Commission's review. In brief, comments in support identify concerns over the sustainability of use of exempt groundwater for stockwatering purposes at Confined Animal Feeding Operations (CAFO) and other issues as noted above and in the attachments. Comments in opposition identified concerns related to land use coordination, legal authority, targeting a sector of the agricultural industry, and other issues as noted above and in the attachments. These comments are further considered below.

The extent to which the rule overlaps, duplicates or conflicts with other state rules or federal regulations and, to the extent feasible, with local government regulations

The Oregon Water Resources Commission establishes the state's water resources policy for the state and directs the policies for the operation of the Department in a manner consistent with the state's land use coordination laws among other authorities. Accordingly, the Commission will want to carefully consider comments by local governments that assert conflicts between the proposed rule amendment and acknowledged comprehensive use plans.

Any rulemaking action would need to be conducted in conformance with Commission's land use coordination rules, and associated laws and the Department's State Agency Coordination Program.

The complexity of the rule

The rule proposed by the petitioners appears to be simple; however, as stated in other sections of this analysis the proposed rule does not appear to accomplish the petitioner's objectives and would generate legal complexity. Further, the process to achieve petitioner's goals would likely require a rulemaking and contested case proceeding, as well as a significant investment of time in land use coordination.

The degree to which technology, economic conditions or other factors have changed in the subject area affected by the rule

In 1976, when the OCGWA was first established, there were fewer, if any, confined animal feeding operations within the subbasin. Today, the basin is home to large operations that confine hundreds to thousands of animals within one location. These changed agricultural practices are focusing new attention on groundwater management as it may accommodate these relatively new uses in the basin.

The continued need for the rule

The Department is well aware of efforts in recent years to develop a large dairy operation in the Morrow County area. The Department agrees that new large uses of groundwater in the OCGWA would not support sustainable groundwater levels and has advised potential new users to refrain from using the stockwater exemption for their long-term water supplies. Toward that end, earlier this year the Department considered initiating a rulemaking for similar purposes to that proposed by the petitioners. Ultimately, the Department elected to not initiate rulemaking for two interconnected reasons, which are also two of the three reasons the Department proposes for denial of this petition.

Need for Rule Not Immediate

First, it appears there is minimal risk of new significant uses of the groundwater exemption for stockwatering in the OCGWA. The Department understands that potential operators of proposed new confined animal feeding operations in the area do not plan to use the exemption for their operations and are actively pursuing other viable long-term water supply options that would not create significant new demands on groundwater resources.

Any proposed operations must secure CAFO permits before they can begin operations. The Department is working closely with the Departments of Agriculture and Environmental Quality - the CAFO permitting agencies - to ensure the CAFO process and parallel efforts to obtain long-term water supplies are well synchronized. The CAFO process was recently updated to better ensure critical aspects of the operation are in place before animals are brought to the facility. This includes issuance of CAFO permits in a phased approach, with issuance of occupancy approvals based on operators first obtaining long-term water supplies for the watering of stock and the operation of their facilities.

Other Competing Needs for Department Workloads and Priorities

Second, given that there are no indications of proposed new, large-scale uses of the groundwater exemption for stockwatering in this area, the Department decided to not shift its limited staff capacity from other existing priorities. The Department has made commitments of staff resources to address important priority groundwater management issues in several areas, including the Harney, Walla Walla, Klamath, and Deschutes basins. In addition, the Department has several rulemakings currently underway or soon to be initiated, and key staff will also be occupied with the 2021 legislative session and beginning work on the Integrated Water Resources Strategy Update. Taking on the rulemaking requested by the petition would re-direct staff from these efforts and likely result in delays to carrying out important work.

It is worth noting that since the Department's decision to not initiate rulemaking earlier this year, the agency's staff capacity became more limited when the Oregon Legislature cut the agency's General Fund budget by ten percent in August. The budget reduction makes it even more challenging to maintain services and commitments in many program areas. In sum, the Department does not see an imminent risk of diminished groundwater resources in the area that warrants a change in agency priorities and staff workload commitments.

The statutory citation or legal basis for the rule

The Department believes that addressing the policy concerns asserted in the petition would necessitate rulemaking proceedings pursuant to ORS 537.545 and/or basin program plan reclassifications or amendments pursuant to ORS 536.300 *et seq.*

Any rulemaking, including amendment of the basin program rules would only affect prospective uses of water. Because future rulemaking cannot restrict existing uses, the Department believes that restricting existing exempt uses would also likely require the processes in ORS 537.742 including holding a contested case. Both tasks would require the commitment of significant agency resources, staff time, technical and legal support.

VII. Conclusion

Restricting existing exempt groundwater uses for stockwatering within the OCGWA requires a different and more labor-intensive process that would likely include a contested case hearing, in addition to a rulemaking to limit new uses. While Department staff believe the OCGWA and other critical areas in the Columbia-Umatilla Plateau Subbasin deserve more attention, this is best carried out through a collaborative process with the local community and water users as well as broader stakeholder interests, and with possibly a broader scope than the narrow issue presented in the petition. Longer-term, staff believe future discussion is warranted to determine where such a process would fit in the agency's workload priorities. In the near term, however, staff recommend denying the petition.

VIII. Alternatives

1. Deny the petition in writing.
2. Deny the petition in writing and direct Department staff to consider this issue in future priority-setting discussions.
3. Initiate rulemaking proceedings.

IX. Recommendation

The Director recommends Alternative 2.

Attachments:

1. Petition for Rulemaking
2. Complete List of Commenters
3. Excerpts and Examples of Comments in Support
4. Letters in Opposition

Director Byler
(503) 986-0910

Breeze Potter
(503) 986-0874

https://www.capitalpress.com/state/oregon/oregon-regulators-vote-against-curtailing-stockwater-exemption/article_2fc806c8-3f2b-11eb-9e0b-0b0393e93712.html

FEATURED

Oregon regulators vote against curtailing stockwater exemption

By MATEUSZ PERKOWSKI Capital Press
Dec 15, 2020



A worker at a dairy milks cows on a carousel system. Oregon water regulators have rejected a petition to limit the stockwatering exemption in two critical groundwater areas.

Mateusz Perkowski/Capital Press File

Oregon water regulators have rejected a petition to restrict groundwater pumping by large

dairies within a 257-square-mile area in Umatilla and Morrow counties.

The Oregon Water Resources Commission voted unanimously Dec. 15 to deny the request by Stand Up to Factory Farms, a coalition of environmental groups and others, to establish a 5,000-gallon daily limit on water withdrawals by new or expanded “concentrated animal feeding operations” in the region.

Under the state’s stockwatering exemption, water can be diverted or pumped for livestock without a water rights permit from the Oregon Water Resources Department, which is overseen by the commission.

Stand Up to Factory Farms contended that “mega dairies” and other CAFOs should be stopped from relying on this exemption to use “unlimited amounts of water” in the two groundwater critical areas in Northeastern Oregon.

Members of the commission agreed the petition wasn’t the right way to resolve problems with declining groundwater in the area, which should involve a more wide-ranging approach than targeting the stockwatering exemption alone.

“I don’t think this is the right venue or the vehicle to do that,” said Katherine Kihara, commission member and retired civil engineer with the U.S. Bureau of Reclamation.

A better approach would be to coordinate with other state agencies that oversee CAFOs, which wouldn’t be accomplished under the regulation proposed by the petition, she said.

Bruce Corn, a commission member and row crop farmer, said he'd prefer a more inclusive strategy instead of the narrow focus of the petition, which seemed "punitive" to a particular industry.

"It's more complex than implied by the request in the petition," said Bob Baumgartner, a commission member and official with the Clean Water Services agency.

Instead of dismissing the petition outright, however, the commission directed OWRD to continue discussing the issue as it considers its policy priorities.

"It certainly raises issues that are important and we should consider going forward," said Meg Reeves, commission chair and retired attorney from Oregon State University.

Tom Byler, OWRD's director, said he's made clear to potential CAFO operators that they should look at more sustainable alternatives than relying on the stockwatering exemption.

"It's not something we want to promote," Byler said.

While the agency has competing policy considerations and limited resources, the problem of aquifer decline is a significant concern statewide, he said.

"Groundwater is a big priority for us and has been for some time," Byler said. "I think these issues will continue to percolate out there, whether it's the Umatilla Basin or another part of the state."

While proponents of the petition continue to believe the stockwatering exemption should be restricted in the region, they're encouraged that OWRD will consider the issue in its priority planning, said Brian Posewitz, staff attorney for the WaterWatch of Oregon nonprofit, a member of the coalition.

It's heartening that OWRD would discourage CAFO operators from relying on the stockwatering exemption, but that may not be enough to dissuade someone who's determined to rely on it, he said.

The regulation proposed in the petition would provide a simple way to stop such water usage without OWRD having to invoke a complicated administrative process, Posewitz said.

“We’re disappointed they didn’t move forward with the rule-making, but we’re happy the petition brought more attention to this issue,” he said.

Cities, counties and others in the region are “invested and committed” to fixing the groundwater problem, but the petition represents an attempt by “obstructionists” to exploit it for their own purposes, said JR Cook, executive director of the Northeast Oregon Water Association nonprofit.

“It’s not our job to attack specific industries that use water,” Cook said.

Groups involved in Stand Up to Factory Farms, meanwhile, have stood in the way of projects intended to prevent groundwater declines, he said.

“Every time we propose something to fix it, they oppose it,” Cook said. “It doesn’t pass the straight face test, for sure.”

Mateusz Perkowski

I've been working at Capital Press since 2006 and I primarily cover legislative, regulatory and legal issues.

GEODC

Greater Eastern Oregon Development Corporation

Proudly serving Gilliam, Grant, Harney, Malheur, Morrow, Umatilla and Wheeler counties

WE'RE ALL IN THIS TOGETHER

WHAT IS THIS?

Hi, my name is Bree and I am here to assist you for the next 8 months! I am a RARE Volunteer with GEODC, your economic development district. I would like to help you by providing resources, better understanding your needs (so we can work towards solutions), and to help you prepare for future economic disruptions.

I will email you every 1-2 weeks with:

- Up to date resources
- 1 small thing you can do to prepare your business for economic disruptions
- Other information that may be of interest to you

Subscribe
click here

RESOURCE HUB

I have compiled an array of resources in regards to COVID-19 at the federal, state and local level.

[Click Here!](#)

ONE SMALL THING A WEEK

Join in on the series by disastersafety.org. I will attach one PDF worksheet weekly that you can fill out to build a business disaster plan; this will help you to prepare, respond, and recover for any disruption (could be fire, flood, electrical outage)...

Better safe than sorry!

YOU WEAR SO MANY HATS!

Small business owners always amaze me; you take on so many roles! Another role to add to the list:

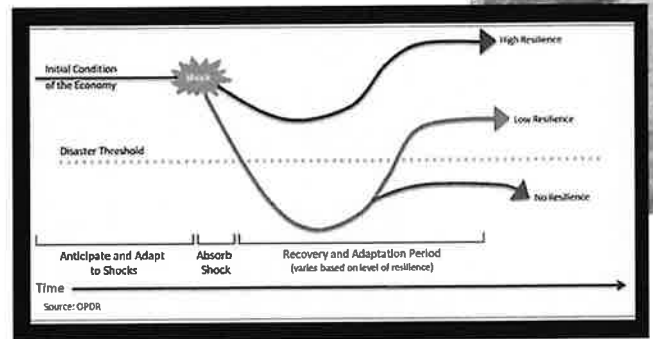
Resiliency Planner

Scroll down for more info

Why Economic Resiliency?

Small businesses make up 99% of all businesses and account for more than half of sales and jobs in the United States. Their share of the nation's employment and economy are among several reasons that small businesses are at particular risk to economic disruptions.¹

In the midst of all of this uncertainty, it is easy to get lost and feel helpless. It is important that we all remember that there will be a time when this is over. The world will get through this, and it will begin functioning once again.² **But most importantly, what can we learn from this experience and how can we be better prepared for the next unknowns?**



According to the Federal Emergency Management Agency (FEMA), over 40% of businesses that close their doors due to a crisis never reopen. Of those businesses that do reopen, only 29% are able to survive the following two years.

Take one step towards Resiliency

This is a 10 part series of worksheets that will help your small business take the steps needed to keep functioning in the event of a major disaster or a smaller disruption. The goal is to continue to perform your most critical operations, which will help reduce short- and long-term losses to your bottom line. The first step is:

1. Know Your Risks:

You can't plan for disruptions if you don't know the risks your business faces. Consider the greatest risks/threats specific to your business operations.

1. KNOW YOUR RISKS

THREATS	PROBABILITY (0-5)	SEVERITY (0-5)	TOTAL (0-25)
Determine which threats could affect your business functions and operations. Add additional threats not listed in the bottom rows under "Other".	Assign each threat a number 0 to 5 to indicate the likelihood it will occur.	Assign each threat with a number 0 to 5 to indicate the amount of damage it could cause your business. (Consider duration, magnitude, and extent of each event, and how the entire building, a single area, or a critical region, etc.)	Multiply Probability x Severity and enter the Total. Rank for the highest ranking threats (7-25) as well as others. Assign these threats will strike your business and determine what controls you have in place or could implement to minimize your risk.

THREATS	PROBABILITY (0-5)	SEVERITY (0-5)	TOTAL
Natural			
Earthquake			
High Wind / Convective Storms / Hail			
Hurricane			
Severe Winter Weather			
Tornado			
Wildfire			
Loss Of			
Communications			
Critical Equipment			
Power (electricity, gas, steam)			
Premises			

[Click here for PDF Worksheet](#)



bree.cubrilovic@geodc.net
541-276-6745

I want to hear from you!

How can I better assist you?
[Write your response here](#)

Shoot me an email or call!
I would love to chat with you and help you through resiliency planning.

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1. "Small Business Profile." United States Small Business Economic Profile, United States Small Business Economic Profile, 2016. www.sba.gov/sites/default/files/advocacy/United_States.pdf
2. Fairchild, Gregory B., et al. "Keys to Small Business Resilience in Uncertain Times." Darden Ideas in Action, 2 June 2020, ideas.darden.virginia.edu/keys-to-small-business-resilience-uncertain-

MERKLEY, THUNE INTRODUCE BIPARTISAN LEGISLATION TO SUPPORT AMERICA'S SMALL FOOD PROCESSORS

Friday, December 18, 2020

WASHINGTON, D.C. — Oregon's U.S. Senator Jeff Merkley and U.S. Senator John Thune (R-S.D.) today introduced the *Strengthening Local Processing Act*, bipartisan legislation that would provide much-needed federal support to America's small meat and poultry processors and help strengthen and streamline their operations. The legislation would give small food processors more access to information that is critical to food safety planning, allow more inspector-approved meat products to be sold across state lines, and funnel federal dollars toward training, education, and technical assistance grants. Sens. Susan Collins (R-Maine) and Angus King (I-Maine) are original co-sponsors of this legislation.

"Dedicated workers across our food supply chains in every corner of our country work hard to ensure that when we go to our local grocery stores, there will be plenty of food on the shelves for our families," said Merkley. "But now—as the coronavirus pandemic continues to upend every aspect of our economy—our food processors, especially small plants that have been hit particularly hard, need help. This bipartisan bill would help provide these plants with valuable support, while also strengthening our food safety inspections and cutting red tape."

"The pandemic has created significant challenges to our nation's food supply chain, especially when it comes to meat processing capacity," said Thune. "South Dakota's producers work hard to raise high-quality livestock, and we need to invest in expanding processing capacity to help meet consumer demand for their products. I'm proud to introduce this bipartisan legislation to support small meatpackers and to create additional marketing options for livestock producers."

"The supply chain disruptions and restaurant closures caused by the COVID-19 pandemic have placed increasing financial pressure on Maine's rural farming communities, including our small farms that raise livestock," said Collins. "This bipartisan bill would provide some relief by clearing unnecessary, bureaucratic hurdles, which would ensure that the livestock raised in Maine can also be processed right here in our state by local, family-owned food processors and butchers."

"Maine's small family farms and meat and poultry processors are key building blocks of communities across our state, providing healthy, locally raised meat for their neighbors and making important contributions to the local economy," said King. "I'm proud to work with Senators Thune and Merkley to empower small processors to do their jobs and grow their businesses. It's our hope that this legislation will act as a helping hand in these difficult times by directing resources and investments to where they can do much good and bolster local economies around the country."

The *Strengthening Local Processing Act* would require the Food Safety Inspection Service to establish a searchable database of peer-reviewed, publicly available studies to establish and maintain Hazard Analysis and Critical Control Points (HACCP) plans. This step would help small food processors develop their own HACCP plans and help expedite the HACCP approval process.

To incentivize more states to establish meat and poultry inspection programs—which small food processors need to approve their products—the legislation would increase the federal government's cost-share for the programs from 50 percent to 65 percent. The bill

would also allow state-inspected meat facilities to operate as federal inspection facilities, allowing more small and local processors to ship their products to other states and countries.

Lastly, the Strengthening Local Processing Act would create a grant program to support small plants by providing reimbursement grants to help cover costs associated with meeting state or federal inspection guidelines, expanding infrastructure to establish or increase harvest and processing capacity, and adapting to the COVID-19 pandemic and future market needs.

To meet education and training needs in the processing industry, the bill would also establish training grants to support and train small plant operators, small plant employees, and the next generation of meat processors and butchers. And \$10 million would be authorized in discretionary funding for higher education training and processor career training.

“The National Sustainable Agriculture Coalition thanks Senator Merkley and Senator Thune for introducing the Strengthening Local Processing Act. Small plants play a critical role in ensuring farmers and ranchers are able to process their products, especially during the increase in demand for more local and regional meat and poultry during the COVID-19 pandemic. This bill is a strong step towards ensuring scale-appropriate regulations and support for small plants that maintain and pursue federal and state inspection,” said Kelly Nuckolls, Policy Specialist, National Sustainable Agriculture Coalition.

“The programs created and increased in this bill are absolutely necessary for the safe processing and distribution of meat in our nation. As we have seen in the past year, relying on large consolidated meat processing facilities to dominate our domestic markets leave consumers at dangerous risk of losing access to safe, clean meat from the local ranchers who produce it. It is important to support and expand small and mid-scale harvest and processing, in order to maintain the safe pipeline for ranchers to access local markets, and for consumers to access local meat. We are in danger of losing many of the small plants in our country, as they have been dwarfed by a few giants, who have worked to control the markets, building monopolies and controlling prices. When those giant plants could not adequately protect employees from the Covid-19 virus, consumers were left with empty shelves and empty pantries, with far-too-limited options for accessing local producers. Supporting the reinvigoration of local meat processing provides more food security for both the community of consumers as well as the ranchers and their communities. This bill would help to rebuild and increase that capacity,” Ben Meyer, co-owner at Revel Meat Company, based in Canby, Ore.

“Based on NMPAN’s 12 years of research, education, and providing technical assistance related to the viability of small and mid-scale meat processors, our organization finds that the provisions of the proposed “Strengthening Local Processing Act” are thoughtfully designed and will address persistent challenges that our processor members frequently share with us. We think it gets at some of the core and complex challenges in the sector that many other bills have not addressed. We believe it can make a positive impact,” said Rebecca Thistlethwaite, Director of the Niche Meat Processors Assistance Network, part of Oregon State University.