



Multnomah County Farm Bureau 2020 ANNUAL MEETING AGENDA

November 19, 2020, 7:00 – 7:40 pm

Location: Call-in Only

No.	TIME	AGENDA ITEM	PURPOSE	PRESENTOR	HANDOUTS
1	7:00 (5 min)	Welcome, Call to Order, and Introductions <ul style="list-style-type: none">• Review and adjust agenda	Information	Larry Bailey	N/A
ADMINISTRATION					
2	7:05 (10 min)	Board Officer, Director, and House of Delegate Elections	<i>Decisions</i>	Larry Bailey	a) Nomination Committee Report
3	7:15 (10 min)	Treasurer's Report <ul style="list-style-type: none">• Draft contract	<i>Decision</i>	Larry Bailey Deniece Tucker	a) Contract
ASSISTING FARMERS					
4	7:25 (10 min)	Fill Your Pantry/Slow Food Portland <ul style="list-style-type: none">• Funding request	<i>Decision</i>	Larry Bailey Jay Udelhoven	a) Memo
ADJOURNMENT					
5	7:35 (5 min)	Announcements and Reminders	Information	Larry Bailey	a) Thank you letter
6	7:40	Meeting Adjourned	Information	Larry Bailey	N/A



Multnomah County Farm Bureau

Membership Annual Meeting on November 19, 2020

Conducted by virtual electronic communication

Nomination Committee Report and election minutes

Nominations: For Offices, Directors, and House of Delegate positions for 2020 MCFB elections, as required in section 9.1 of by-laws:

I. Officers: (1 year term)

- President; Larry Bailey, _____
- Secretary, Angie Bailey, _____
- Treasurer, Deniece Tucker, _____

II. Directors:

- (2 year term, 2 positions); Joe Rossi, Helen Bushue, _____
- (1 year term, 1 position); Al Garre, _____
- Remarks: current directors, (serving mid-way in their 2 year term), John Bergan

III. Regular Delegates to the OFB House of Delegates:(1 year term,3 positions)

Larry Bailey, Al Garre, Joe Rossi, _____

IV. Alternate Delegates to the House of Delegates: (1 year term)

- John Bergan, Helen Bushue, Deniece Tucker, _____
- Pending no objections from the membership in attendance; authority to appoint additional alternate delegates, if needed, is granted to the county president.

Meeting Minutes:

[PENDING MEETING ACTION]; *There were no additional nominations from the floor, and all nominees were elected by a unanimous voice vote of the membership in attendance.*



INDEPENDENT CONTRACTOR AGREEMENT

1.0 The Parties

This Agreement is made between the **Multnomah County Farm Bureau** ("Client"), which is a county-level non-profit organization in the state of Oregon,

AND

Deniece Tucker, ("Contractor"), which is a private independent contractor,
WHEREAS the Client intends to pay the Contractor for services provided, effective November 1, 2020,
under the terms and conditions described below.

2.0 Services

The Contractor agrees to perform the following: Serve as Treasurer for the Multnomah County Farm Bureau. Details found in Exhibit 1. Hereinafter known as the "Services".

3.0 Payment

The Client agrees to pay for the Services performed by the Contractor as per the following:

- For routine MCFB budgeted business, the Contractor agrees to be paid at a rate of \$65.00 per hour;
- The Contractor shall submit a request for payment, detailing tasks and time spent, to the Client; and
- Total contract payment is not to exceed \$300 per month on average (\$3,600 per year) unless otherwise agreed to in writing by both parties.

4.0 Due Date

The Services provided by the Contractor shall begin on November 1, 2020, and end on October 31, 2021. All Services provided by the Contractor must be completed by October 31, 2021.

5.0 Expenses

The Contractor shall be reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement, in accordance with approved budget line items: lodging, related expenses, and mileage for travel outside the county, reimbursed at the federal IRS rate. The Client will be required to pay the Contractor within thirty (30) days of any Expense after receiving an itemized expense statement and receipts from the Contractor.

6.0 Independent Contractor Status

The Contractor, under the code of the Internal Revenue Service, is an independent contractor and neither the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees.

In its capacity as an independent contractor, Contractor agrees and represents:

- Contractor has the right to perform Services for others during the term of this Agreement;
- Contractor has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed.
- Contractor shall select the routes taken, starting and ending times, days of work, and order in which the work is performed;



- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required under this Agreement;
- Neither Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client;
- The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor;
- Neither Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the services required by this Agreement; and
- Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

7.0 Business Licenses, Permits, and Certificates

The Contractor represents and warrants that all associated employees and personnel shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

8.0 Federal and State Taxes

Under this Agreement, the Client shall not be responsible for:

- Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor;
- Making federal or state unemployment compensation contributions on the Contractor's behalf; and
- The payment of all taxes incurred related to or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes. Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

9.0 Benefits of Contractor's Employees

The Contractor understands and agrees that they are solely responsible and liable for all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

10.0 Unemployment Compensation

The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

11.0 Workers' Compensation

The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.



12.0 Liability Insurance

The Contractor agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Contractor agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. There shall be no minimum required amount for the liability insurance.

13.0 Indemnification

The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

14.0 Termination of Agreement

This Agreement shall terminate on October 31, 2021. In addition, the Client or Contractor may terminate this Agreement, including any obligations stated hereunder, with or without reasonable cause by providing written notice to the other party.

15.0 Option to Extend

The Client and Contractor may extend this agreement, for a period of time determined by the parties, upon written mutual agreement by both parties. Any such extension will serve as an amendment to this Agreement.

16.0 Exclusive Agreement

This entire Agreement is between the Client and Contractor.

17.0 Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to an Oregon state court.

18.0 Confidentiality

The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use;
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information; and
- Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's services to the Client.



Upon termination of the Contractor's services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business.

The Contractor acknowledges that any breach or threatened breach of confidentiality of this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

19.0 Proprietary Information

Proprietary information, under this Agreement, shall include:

- The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress, and deliverables, will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;
- Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings;
- The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials; and
- Client may allow for Contractor's private use of the above-described proprietary information upon written approval by the Client.

20.0 No Partnership

This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on Client's behalf or represent the Client in any manner.

21.0 Assignment and Delegation

Upon written approval from the Client, the Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVIII & XIX of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

22.0 Governing Law

This Agreement shall be governed under the laws in the State of Oregon.



23.0 Severability

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

24.0 Breach Waiver

Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

25.0 Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Contractor.

Client's Signature _____ **Date** _____

Print Name _____

Contractor's Signature _____ **Date** _____

Print Name _____



Exhibit 1: Duties

Work in conjunction with the Board and other contractors to implement activities within the subject areas below.

Administration

- Oversee all aspects of Contractor's financial administration.
- Review, track, and report on financial policies, procedures, and compliance.
- Generate, track, and report on annual budget and annual/monthly financial reports.
- Pay expenses.
- Receive and track income.
- Monitor and reconcile checking, savings, and investment accounts.
- Advise Contractor's Board and Executive Director on financial strategy, investments, and fundraising.



MEMORANDUM

TO: MCFB Board

FROM: Jay Udelhoven, Executive Director

DATE: November 16, 2020

SUBJECT: Fill Your Pantry Funding Request

A handwritten signature in black ink, appearing to be "JU", is written over the "FROM" line.

Request: *Slow Food Portland* is requesting between \$500 and \$2,000 in grant funding to cover farmer/vendor fees for the [Fill Your Pantry](#) event at local farmers' markets (December 5 - 13).

Fill Your Pantry is an annual bulk purchasing event organized by local food system non-profits around Oregon. It is a one-day community bulk-buying event focused on shoppers stocking their pantries for the winter with items from local farms such as storage vegetables, fruit, beans, pasture-raised meats, grains, canned goods, and other products. This is an opportunity to purchase large quantities of staple and storage crops at reduced prices directly from local farmers at a time of the year when many farmers need the sales.

Fill Your Pantry will take place over a week-long period and will act as a "pop up" at existing winter farmers markets (Hillsdale, Lloyd Center, Hollywood, and Montavilla). Vendors at the markets will participate in the event, along with additional vendors that will be placed at each market for that day. Last year, this event brought in over **\$85,000 for farmers. Approximately 60 farmers/ranchers are expected to participate**, none of which are likely MCFB members. As of the date of this memo, it was unclear if participants are members of other county farm bureaus.

To make this year more inclusive, Slow Food Portland is hoping to cover the vendor fees required by each market for all participating vendors. Vendor fees vary between \$21 to \$45 per booth based on the market.

Does program support MCFB's Vision? *Yes.*

- Will augment farmer incomes to support their livelihoods.

Does program support MCFB's Mission? *Yes.*

- Will help local farmers be successful by assisting with the sale of their products.

Does program support MCFB's Values? *Yes.*

- Reduced or no vendor fees will support a diverse representation of farmers, including *Black, Indigenous, and People of Color* (BIPOC) vendors.

Does program support an MCFB strategy? *Yes.*

- Assisting Farmers: Offsets farmer vendor fees so they can participate in local farmer's markets.

Other reasons to provide support:

- Part of effort to engage new partners, farmers, and constituents.
- MCFB's name and mission out to new audiences.
- May attract new members.

Are funds available in this year's budget? More than likely; will defer to Deniece.

Recommendation: If funds are available, provide at least \$500 with the expectation that:

- MCFB's name and mission are on all program materials (if possible at this time);
- MCFB has the opportunity to observe and participate in program if desired and appropriate;
- MCFB may use program materials for our own outreach; and
- MCFB receives an end-of-project report that detailing program outcomes.



Western Resources Legal Center

November 9, 2020

Larry Bailey
Multnomah County Farm Bureau
PO Box 701
Troutdale OR 97060

*Thx you so much
for all!*

Dear Mr. Bailey:

Thank you very much for your \$1,000.00 donation to the Western Resources Legal Center (WRLC). Your support gives students the opportunity to develop practical legal skills and knowledge of natural resources and environmental laws by assisting with the legal representation of farmers, miners, foresters, resources developers and other natural resources dependent entities.

WRLC is the nation's first clinical internship program and the only hands-on training program specializing in legal advocacy for natural resource users. By representing natural resource users and involving law students in the process, WRLC is teaching aspiring attorneys to appreciate and understand the complexities of natural resources users while providing hands-on legal experience.

WRLC is a 501(c)(3) non-profit organization; as such your contribution is tax-deductible and no goods or services were received. Our tax identification number is 47-0951075. Please consider this letter your receipt.

Such continued opportunity and success would not be possible without you. Again, thank you for your support.

Very truly yours,

Caroline Lobdell
Executive Director