



Multnomah County Farm Bureau

BOARD MEETING AGENDA

Date/Time: October 15, 2020, 8:00 – 9:00 PM

Location: Call-in Only

No.	TIME	AGENDA ITEM	PURPOSE	PRESENTOR	HANDOUTS
1	8:00 (5 min)	Welcome and Introductions <ul style="list-style-type: none">• Review and adjust agenda	Information	Larry Bailey	N/A
2	8:05 (5 min)	Board Meeting Minutes <ul style="list-style-type: none">• Review action items• Review/approve minutes	<i>Decision</i>	Larry Bailey	a) 9/24/2020 Mins
CONNECTING FARMERS					
3	8:10 (10 min)	Annual Meetings <ul style="list-style-type: none">• MCFB Annual Meeting	<i>Decision</i>	Larry Bailey	N/A
ADMINISTRATION					
4	8:15 (10 min)	President's Report	Information	Larry Bailey	N/A
5	8:25 (15 min)	Treasurer's Report <ul style="list-style-type: none">• Financial statements• Draft contract	Information <i>Decision</i>	Deniece Tucker Jay Udelhoven	a) Financial reports b) Contract
6	8:35 (10 min)	ED's Report <ul style="list-style-type: none">• Draft business plan• Contract renewal	Information <i>Decision</i>	Jay Udelhoven	a) Proposed goals b) Business plan c) Contract
7	8:45 (5 min)	Membership <ul style="list-style-type: none">• Numbers to date• Outreach & Swag• New Members	Information <i>Decision</i>	Larry Bailey Jay Udelhoven	N/A
ADJOURNMENT					
8	8:55 (5 min)	Announcements and Reminders	Information	Larry Bailey	N/A
9	9:00	Meeting Adjourned	Information	Larry Bailey	N/A



Multnomah County Farm Bureau

BOARD MEETING MINUTES

Date/Time: September 24, 2020, 7-9 pm

Location: Call-in Only

Meeting Called to Order			
By:	Larry Bailey, President		
Date:	09/24/2020		
Time:	7: PM		
Location:	Phone		
		Present	Absent
MCFB Board Directors:	Larry Bailey, President	x	
	Angi Bailey, Secretary	x	
	Deniece Tucker, Treasurer	x	
	Al Garre, Board Director	x	
	Helen Bushue, Board Director	x	
	Joe Rossi, Board Director		x
	John Bergan, Board Director	x	
MCFB Contractors:	Jay Udelhoven, Executive Director	x	
OFB Board Directors:	Pete Postlewaite, Region 7 Board Director		x
MCFB Members:	Matt Shipkey, EMSWCD	x	
Other:	Barry Bushue	~	

No.	TIME	AGENDA ITEM	PURPOSE	PRESENTER	HANDOUTS
1	7:00 (5 min)	Welcome and Introductions <ul style="list-style-type: none">• Review and adjust agenda	Information	Larry Bailey	N/A

Larry Bailey called meeting to order at 7:06 PM.

2	7:05 (5 min)	Board Meeting Minutes <ul style="list-style-type: none">• Review action Items• Review/approve minutes	Decision	Larry Bailey	a) 5/21/2020 Mins
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Jay reviewed the nine action items on page 7 of the 5/21/2020 minutes.

Motion to approve the minutes: Al Garre moved.

Seconded: Deniece Tucker

Discussion: None

Abstained: None

For: All

Against: None

Motion: Carried/passed



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Location: Call-in Only

REPRESENTING FARMERS

3	7:10 (10 min)	Election Year Activities/Candidates	Discussion	Larry Bailey	N/A
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Larry: Not as busy of a summer in terms of election year outreach as expected. Sent letter to OFB regarding House District 52. Looking for farmer in Senate District 25; Justin who is running, would like to talk to a farmer in Fairview. Justin doesn't know a lot about farming, wants to talk with someone in district. Ended up not connecting him yet.

Joe Rossi had reached out to several people regarding the EMSWCD board positions; several farmers are now running: Zone 1 Joe Rossi; Zone 2 Grant Eisele; At-large 1 Jim Carlson; and At-large 2 Lars Granstrom. Will be helpful to get people on board with farming experience. Exciting to get people interested.

Jay: All positions are running un-opposed for WMSWCD. Will be good to consider getting them some competition next time around.

Action: If someone knows of a farmer contact in Fairview, let Larry know.

4	7:20 (10 min)	Region 7 Policy Report	Information	Pete Postlewaite Angi Bailey	N/A
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Angi (stepping in for Pete who couldn't make it): OFB met on Monday and Tuesday of this week; every meeting except February has been remote; normally 2 full days and partial budget day; with zoom tried to condense material; OFB not seeing dip in membership related to COVID; situations like this the impact tends to occur the following year; planning and budgeting if there needs to be cutbacks in the future. We are working to assure that OFB stays in a good spot financially. OFB's net worth is over \$11M; only 2nd time over that amount. A lot of positivity but also uncertainty. 2021 is long session. Session might start later to dodge cold and flu season; may be a remote session; will pose a challenge with lobbyists; Angi testified over summer remotely from her car – just makes it difficult. OFB priorities are: safeguard water and land use; oppose OWRD reinterpreting water rights authority; protect access to production tools farmers rely on for viability ... pesticides, etc; limit impact to those tools. Likely to be several pesticide products during session; strengthen Oregon's economy and make sure farmers are competitive. Environmental stewardship priority: oppose carbon policy, support forestry wildfire prevention, invasion species, promote ag for benefit of farmers and ranchers; support legislation for state hemp plan; and enhance rural communities.

Other thing regarding House District 52 race: OFB board voted to remain neutral; Anna has done enough positive things that OFB is concerned about risking that relationship; Agpac was a dual endorsement; list of full endorsements will come out.



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Location: Call-in Only

5	7:30 (5 min)	Regulatory Permit Reviews	Information	Jay Udelhoven	N/A
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Jay: Reviewed 5 DSL permits over the summer to screen for impacts to farming; no likely impacts obvious.

ASSISTING FARMERS

6	7:35 (10 min)	Activity Report <ul style="list-style-type: none">• COVID information• Farm worker safe shelter information• Evacuation information• Training credits• Regenerative farming• Accountant search• Find A Farm• Opportunities web page	Information	Jay Udelhoven	N/A
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Jay: Reviewed the list above. Assistance-related information was sent out to members and non-members through email, Facebook, Instagram, and telephone. Two member farmers reported contracting COVID and requested any assistance we could provide. Several pieces of information were sent regarding wildfires. Spoke on the phone with a woman from a Seattle-based organization who wanted to know how much “regenerative farming” was taking place in the county. Continuing to add to the Find A Farm list; we have approximately 130 farms listed. Created a new “Opportunities” page on the website to host information about farm jobs and volunteer opportunities, farmland for sale or lease, and farm equipment for sale or lease.

Denice: Asked about regenerative farming.

Jay: Responded that regenerative farming is kind of the next evolution of organic farming, but it's more about putting back and diversifying the system [largely to sequester carbon]. See: <https://www.wri.org/blog/2020/05/regenerative-agriculture-climate-change>

7	7:45 (10 min)	EMSWCD Update	Information	Matt Shipkey	N/A
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Matt: Staff are working remotely except for field work and at Headwaters Farm; had one COVID positive farmer at Headwaters. Should be close (October) to hiring a new Executive Director. Land Legacy closed on several easements; hope to have a newsletter out about this in a couple of weeks. Still doing field work for ag assistance and cost share; in Sept approved drip irrigation for Ekstrom Nursery. Streamcare Program opened up Buck Creek and Bonny Brook Creek in additional to the other streams. Conditions of new sign up include EMSWCD doing work to remove blackberries, replanting with native vegetation, asking landowner to sign a 5 year agreement not to disturb the areas. Most people after 5 years continue to participate.



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Location: Call-in Only

CONNECTING FARMERS

8	7:55 (10 min)	Annual Meetings <ul style="list-style-type: none">• MCFB Annual Meeting• OFB Annual Meeting	Discussion	Larry Bailey	N/A
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Larry: Tentative annual meeting scheduled for Rossi Farm; we could still do that; bylaws state that we have to have an annual meeting before OFB annual meeting. We need to provide written notification. We don't have to have face-to-face meeting, we just have to have one.

- Al: Annual meeting to elect board and delegates for state annual meeting; not sure about how to do remotely.
- Larry: Working on ways to have secret ballots via zoom call, but we could have face-to-face meeting.
- Al: If we decide not to have face to face meeting, need to let members know.
- Larry: We have options to do a hybrid; not opposed to socially distanced face to face or phone call. Wants to know preference.
- Al: Membership would understand that we should defer annual meeting until a later date.
- Larry: Guidance is that we should do something. If not, we'd just operate under status quo for directors, etc?
- Al: Move to review bylaws, if we didn't have to, defer annual meeting; in lieu of not having annual meeting board would fill seats for OFB meeting delegates.
- Larry: Discussion of differing annual meeting and letting current board nominate delegates for annual meeting; want to run it by OFB to make sure it's okay. Send out notification in October. Likely won't do face-to-face meeting.
- Deniece: Affirmed approach.

Action: Larry will check with OFB on MCFB annual meeting requirements and options.

Angie: OFB under contractual obligation with a facility to proceed with site-based annual meeting. They have toured the venue in Washington county; it has ability to observe social distancing guidelines for meetings and meals; limiting participants to delegates; no workshops; policy resolutions and elections only; Wednesday and Thursday only; delegates will have option to participate remotely; Dave Dillon has worked with other state farm bureaus to see what they've done; the only thing trying to figure out is secret ballot voting; our delegates can go or participate remotely – so hybrid approach.

- Larry: We do need delegates; but they won't have to go in person. Angie and Larry will go in person; understand if people don't want to be there in person. We have time to put this together.

Al: Section 4.2 of bylaws state our annual meeting notification requirements.

- Larry: We should have plenty of time to do that. If we want to, we can do a November annual meeting.
- Helen: Associates need to be notified and easiest way to do that is through OFB.

Action: Larry to check OFB annual meeting notification deadlines.

Jay: Confirmed cancellation of Rossi's 11/13.

- Larry: Angie's day job was to "meet with people." Started attending small number of meetings in limited



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capacity; people often have different approaches to the guidelines, which makes it difficult; wants to have what we planned for this year, next year; given the county and visibility doesn't want us to be the ones in the news about spreading COVID; we are cancelling what we had planned at Joe's.

- Jay: Not doing what we planned; won't do a joint meeting.
- Larry: Not the year for more people; we'll do it next year.

Action: Jay to reach out to Misty to let CCFB know of joint MCFB-CCFB joint annual meeting cancellation.

9	8:05 (5 min)	Outreach <ul style="list-style-type: none">• Summer newsletter• Brochure• Social media	Information	Jay Udelhoven	a) Newsletter b) Brochure
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Jay: We sent out approximately 300 newsletters using a new online program that affixes the stamps and addresses; this will now be more streamlined and easier to send out periodically since it has been set up. Also developed a brochure that I'll be taking around to rural farm stands, stores, farms with agritourism, etc. for distribution. Continued our outreach via Facebook and Instagram over the summer; nearly 200 followers (up from 0!) now on Instagram. Recruited for a new social media volunteer but that is still underway.

- Helen: Would like some brochures; Farm opens on Friday next week.
- Larry: Thanks for efforts to keep us visible; sent to Dave or OFB; Dave commented on newsletter.

Action: Jay to give all Board Directors brochures.

ASKING FARMERS

10	8:10 (5 min)	Activity Report <ul style="list-style-type: none">• Advice for young farmers	Information	Jay Udelhoven	N/A
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Jay: While I had intended on doing more "Ask a Farmer" work this summer, I was busy with "Assisting Farmers," which is a priority. We fielded one question that John Bergan answered regarding advice for young farmers. John's response was posted on social media.

- Larry: Works well when there is a specific question posed.

SHARING KNOWLEDGE WITH FARMERS

		No activity this period			
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ADMINISTRATION

11	8:15 (10 min)	President's Report	Information	Larry Bailey	N/A
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Larry: Resolutions are due by 10/1; he doesn't have anything; Agri award due 10/31; will defer to next meeting. As of now, we have 150 members; goal is 152; all in all very positive; we have 3 weeks until 10/15 deadline;

Action: Board Directors to reach out to Larry if they have a resolution to propose.

Action: Jay to reach back out to 2 unpaid members regarding membership renewal.

Larry: Mike Dillard reached out earlier to see if we had seats at the OFB trap shoot; Larry made executive decision at that time to approve a \$250 sponsorship; entertained motion for \$250 for the trap shoot.

Motion: Deniece Tucker motioned that MCFB donate \$250 to the OFB trap shoot.

Seconded: John Bergan

Discussion: None

Abstained: None

For: All

Against: None

Motion: Carried/passed

Larry: Water treatment facility going in east of Gresham; don't have a strong opinion about it; it is impacting farmers in the area; do we want to take a position? Does anyone have opinion or want to talk about it? If at later date anyone is interested let us know.

- Barry: Not a huge issue but they have to get a conditional use permit; if you wanted to weigh in that's how; besides transportation and traffic and taking nursery out of production; worries about future pesticide restrictions; eventually they'll likely want a buffer zone.

Action: Jay to include water treatment facility topic as future agenda item to discuss.

12	8:25 (15 min)	Treasurer's Report <ul style="list-style-type: none">• Financial statements• FY20-21 draft budget & format• Contract?	Information Decision	Deniece Tucker Jay Udelhoven	a) Financial reports b) FY20-21 draft budget c) Proposed budget format
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Deniece: Reviewed financials as of 9/16. Cash on hand between two bank accounts and CD. Another check in the mail. Almost end of year; still on positive side of net income; \$6K over with two paid positions. Any questions bout 19-20 budget? Provided check register since last meeting in May, printed out details May through Sept; CDs expire and restart in June; getting about \$27/month; not many expenses over the summer. Questions?

Motion: Helen Bushue moved to accept financial report.



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Seconded: Al Garre

Discussion: None

Abstained: None

For: All

Against: None

Motion: Carries/passed

Deniece: Put together FY20-21 budget; very simple, based on expected revenue and applied proposed and normal expenses, contributions and actual expenditures; tried to keep it where we are using income but not going into negative. We did get this past year's tax returns finished (will need \$450 for next year's returns); next time around hoping we can have in person meeting before taxes are filed as we're supposed to do prior to filing; being off in summer and COVID made this difficult.

- Jay: Denice and I put the proposed FY20-21 budget into a format that more or less mirrors the proposed business plan format. Aligning the budget and expenditures this way will allow us to more consciously plan and track our budget and spending according to our strategies and goals.
- Larry: Expressed seeing the benefit of this format; asked if we could do both (have in both formats) while we test it out.
- Deniece: Stated that both formats would still be possible.

Motion: Al Garre moved to adopt the FY20-21 budget as proposed.

Seconded: Helen Bushue

Discussion: None

Abstained: None

For: All

Against: None

Motion: Carried/passed

Jay: Stated that we do not have a formal contract for Deniece as we do for him; best practice would be that we have one in case there was any question about what the relationship was. Posed it only for consideration of the Board.

- Larry: Expressed that he didn't feel the need for one.
- Deneice: Asked if Jay had a contract design in mind.
- Jay: Suggested the same format that he uses could be used for Deniece.
- Deniece: Makes no difference to her; would be happy to have one.
- Larry: Not at all concerned, but given we're a nonprofit might be better to have it.
- Helen: State she's ok if we want to do something; curious as to what would be in it.
- Deniece: Questioned what counties were doing

Action: Jay and Deniece to discuss Deniece's contract and bring up for new fiscal year when we'll explore it.



Multnomah County Farm Bureau

BOARD MEETING MINUTES

Date/Time: September 24, 2020, 7-9 pm

Location: Call-in Only

13	8:40 (10 min)	ED's Report <ul style="list-style-type: none">• Draft business plan• Contract renewal	Information Decision	Jay Udelhoven	a) Proposed goals b) Business plan c) Contract
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Jay: Reviewed evolution of business plan; referred Board to the attachments and the goal summary sheet. Biggest substantive part of the business plan are the new goal statements; briefly went through the 15 stated goals. Joe, Larry, and Deniece all reviewed different versions of the plan and provided input.

- Larry: Proposes since Joe wasn't present and others likely haven't looked at it closely; bring it back next month.
- Deniece: Have not been able to spend time on it; will have more time for next time to review for next time.
- Larry: Asked what purpose the plan served. Suggested that it made others more aware of what we're doing and to hold ourselves accountable. Would also help when working with partners.
- Helen: Asked if the plan will be on our web page. Thought the plan looked good.
- Larry: Stated that there were ambitious goals for all of us.

Action: Everyone to review draft business plan in more detail for next meeting.

Jay: Expressed that his contract expired in July and has been working month-to-month since then. Things are going well and would like to renew for a year with two changes: 1) Change contractor name to Udelhoven Natural Resources & Environmental Consulting, LLC and 2) Include an hourly rate \$100/hour for grant-funded work; non-grant funded worked would remain at the same rate.

- Larry: Would be willing to write into contract and bring next meeting.

Action: Jay to revise ED contract and bring to next meeting for Board consideration.

14	8:50 (5 min)	Membership <ul style="list-style-type: none">• Numbers to date• Outreach• New Members	Information	Larry Bailey Jay Udelhoven	(TBD)
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Larry: Already mentioned 150 paid members out of 152.

- Jay: Did outreach to all unpaid members over the summer.
- Deniece: no new member applications for the Board to consider.

ADJOURNMENT

15	8:55 (5 min)	Announcements and Reminders	Information	Larry Bailey	N/A
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Larry: Reaching out to OFB and Anne Marie about annual meeting; nothing else.

Deniece: Ag in the Classroom sent a thank you and calendar for the MCFB donation.

Angi: Saw list of OFB scholarship winners; recognized recipients of MCFB's scholarship contribution in Marie Garre's



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name.

- Al: Thanked MCFB for memorializing Marie in that fashion.

Larry: We're going on 6-9 months without a face-to-face meeting; we can continue or have in person meeting; we'll start evaluating requirements about when we can get back together.

16	9:00	Meeting Adjourned	Information	Larry Bailey	N/A
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Adjourned 9:08

No.	Action Item	Responsible	Assigned	Due	Status
1	Contact Dave Dillon re: outreach to associate members	Jay	10/17/2019	When possible	Completed
2	Follow up with Larry et al. regarding OFB notification for next year's annual meeting.	Jay	1/15/2020	Within next few months	Completed
3	Reach out to Cole at Country Financial to invite to a Board meeting.	Larry	1/15/2020	When possible	On hold
4	Follow up with Kari regarding possible farm tour at Deniece's and/or other farms.	Jay/Larry	2/20/2020	Next month or so	On hold
5	Let Larry know if you know of a farmer in the Fairview area (Senate District 25) who could talk to a candidate	All Board Directors	9/24/2020	When possible	To do
6	Check with OFB on MCFB annual meeting requirements and options.	Larry	9/24/2020	As soon as possible	Completed
7	Check OFB annual meeting notification deadlines	Larry	9/24/2020	As soon as possible	Completed
8	Reach out to Misty to let CCFB know of joint MCFB-CCFB joint annual meeting cancellation.	Jay	9/24/2020	As soon as possible	Completed
9	Give all Board Directors brochures	Jay	9/24/2020	When possible	Ongoing
10	Reach out to Larry with an OFB Board resolution to propose	All Board Directors	9/24/2020	As soon as possible	To do
11	Reach back out to 2 unpaid members regarding membership renewal	Jay	9/24/2020	As soon as possible	Completed
12	Include water treatment facility topic as future agenda item to discuss	Jay	9/24/2020	Oct '20 Board meeting	Completed
13	Discuss Deniece's contract and bring up for new fiscal year when we'll explore it	Jay/Deniece	9/24/2020	By Oct '20 Board meeting	Completed
14	Review draft business plan in more detail for next meeting	All Board Directors	9/24/2020	By Oct '20 Board	Completed



Multnomah County Farm Bureau

BOARD MEETING MINUTES

Date/Time: September 24, 2020, 7-9 pm

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				meeting	
15	Revise ED contract and bring to next meeting for Board consideration	Jay	9/24/2020	Oct '20 Board meeting	Completed

	Minutes Approved
Date:	
Time:	
Location:	Call in
Motion By:	
Second By:	
Discussion:	
Abstained:	
Those for:	
Those against:	
Motion:	

7:45 AM

10/08/20

Cash Basis

Multnomah County Farm Bureau
Balance Sheet
As of September 30, 2020

YEAR ENDED

Sep 30, 20

ASSETS	
Current Assets	
Checking/Savings	
FB Bank Operating #1353	834.55
FB Bank MM Account #6216	233,062.76
FB CD	42,631.22
Total Checking/Savings	276,528.53
Total Current Assets	276,528.53
TOTAL ASSETS	276,528.53
LIABILITIES & EQUITY	
Equity	
Opening Balance Equity	88,534.56
Retained Earnings	175,284.82
Net Income	12,709.15
Total Equity	276,528.53
TOTAL LIABILITIES & EQUITY	276,528.53

7:45 AM

10/08/20

Cash Basis

Multnomah County Farm Bureau
Profit & Loss Prev Year Comparison
October 2019 through September 2020

YEAR ENDED

	Oct '19 - Sep 20	Oct '18 - Sep 19	\$ Change
Income			
Membership Dues			
Membership	169,440.00	176,788.00	-7,348.00
Less OFB Dues	-149,105.50	-154,348.50	5,243.00
Endorsement Agreement	50,463.94	48,997.85	1,466.09
Total Membership Dues	70,798.44	71,437.35	-638.91
Interest Income CD	830.13	1,133.47	-303.34
Interest Inc MM Account	1,912.27	2,326.85	-414.58
Award-Misc Income	194.34	352.25	-157.91
X-Membership	0.00	1,597.00	-1,597.00
Total Income	73,735.18	76,846.92	-3,111.74
Expense			
Activities/Member Enhancement	3,698.29	6,262.88	-2,564.59
Advertising	10.00	0.00	10.00
Bank Charge	0.00	103.00	-103.00
Contributions			
Memorial Scholarships	3,000.00	5,000.00	-2,000.00
Additional Contributions	11,649.95	5,509.95	6,140.00
Women's Committee	2,600.00	1,350.00	1,250.00
Contributions - Other	0.00	26,937.09	-26,937.09
Total Contributions	17,249.95	38,797.04	-21,547.09
Dues and Subscriptions	50.00	50.00	0.00
Insurance			
Liability Insurance	898.00	873.00	25.00
Bond	126.00	100.00	26.00
Total Insurance	1,024.00	973.00	51.00
Leadership	7,015.89	8,981.69	-1,965.80
Membership Billing	2,893.47	1,372.54	1,520.93
Organization Director Contract	23,343.75	1,968.75	21,375.00
Office Expense	712.71	0.00	712.71
Postage	680.76	387.50	293.26
Printing	361.24	1,128.94	-767.70
Supplies	451.97	231.77	220.20
Secretary Contract	0.00	6,274.79	-6,274.79
Tax Returns Preparation	400.00	400.00	0.00
Treasurer Contract	3,134.00	2,300.00	834.00
Payroll Taxes	0.00	1,064.82	-1,064.82
Void	0.00	0.00	0.00
Total Expense	61,026.03	70,296.72	-9,270.69
Net Income	<u>12,709.15</u>	<u>6,550.20</u>	<u>6,158.95</u>

7:46 AM

10/08/20

Cash Basis

Multnomah County Farm Bureau
Balance Sheet
As of October 8, 2020

NEW YEAR

Oct 8, 20

ASSETS

Current Assets

Checking/Savings

FB Bank Operating #1353

2,587.81

FB Bank MM Account #6216

229,062.76

FB CD

42,631.22

Total Checking/Savings

274,281.79

Total Current Assets

274,281.79

TOTAL ASSETS

274,281.79

LIABILITIES & EQUITY

Equity

Opening Balance Equity

88,534.56

Retained Earnings

187,993.97

Net Income

-2,246.74

Total Equity

274,281.79

TOTAL LIABILITIES & EQUITY

274,281.79

7:54 AM

10/08/20

Cash Basis

Multnomah County Farm Bureau
Profit & Loss Prev Year Comparison
October 1 - 8, 2020

New Year

	Oct 1 - 8, 20	Oct 1 - 8, 19	\$ Change
Income	0.00	0.00	0.00
Expense			
Activities/Member Enhancement	125.00	0.00	125.00
Contributions			
Additional Contributions	0.00	299.95	-299.95
Total Contributions	0.00	299.95	-299.95
Membership Billing	777.99	0.00	777.99
Organization Director Contract	1,343.75	2,281.25	-937.50
Total Expense	2,246.74	2,581.20	-334.46
Net Income	-2,246.74	-2,581.20	334.46

7:57 AM

10/08/20

Cash Basis

Multnomah County Farm Bureau
Profit & Loss Budget vs. Actual 2020-2021
October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget
Income			
Membership Dues	0.00	70,600.00	-70,600.00
Interest Income CD	0.00	315.00	-315.00
Interest Inc MM Account	0.00	500.00	-500.00
Award-Misc Income	0.00	200.00	-200.00
Total Income	0.00	71,615.00	-71,615.00
Expense			
Activities/Member Enhancement	125.00	5,000.00	-4,875.00
Contributions			
Memorial Scholarships	0.00	3,000.00	-3,000.00
Additional Contributions	0.00	12,500.00	-12,500.00
Women's Committee	0.00	2,600.00	-2,600.00
Total Contributions	0.00	18,100.00	-18,100.00
Dues and Subscriptions	0.00	50.00	-50.00
Insurance			
Liability Insurance	0.00	1,000.00	-1,000.00
Bond	0.00	126.00	-126.00
Total Insurance	0.00	1,126.00	-1,126.00
Leadership	0.00	7,500.00	-7,500.00
Membership Billing	777.99	3,000.00	-2,222.01
Organization Director Contract	1,343.75	30,000.00	-28,656.25
Office Expense	0.00	800.00	-800.00
Postage	0.00	800.00	-800.00
Printing	0.00	400.00	-400.00
Supplies	0.00	500.00	-500.00
Tax Returns Preparation	0.00	450.00	-450.00
Treasurer Contract	0.00	3,600.00	-3,600.00
Total Expense	2,246.74	71,326.00	-69,079.26
Net Income	-2,246.74	289.00	-2,535.74

7:59 AM

10/08/20

Cash Basis

**Multnomah County Farm Bureau
Account register by date
September 17 through October 8, 2020**

Type	Date	Num	Name	Memo	Original Amount	Balance
FB Bank Operating	09/28/2020	1057	Deniece Tucker, LTC, EA	July and August 2020 services #4228	-507.00	-507.00
Check	10/05/2020	1058	Oregon Farm Bureau	May-August 2020 membership and packets #13981	-777.99	-1,284.99
Check	10/05/2020	1059	Jay Udehaven	September Services	-1,343.75	-2,628.74
Deposit	10/05/2020	1060	Transfer To FB Operating Acct.	Deposit member dues for FFA Chapter Sandy HS #326002649	4,000.00	1,371.26
Check	10/07/2020		Oregon Farm Bureau		-125.00	1,246.26
Total FB Bank Operating		1353				1,246.26
FB Bank MM Account #6216						
Deposit	09/26/2020			Deposit	6,336.67	6,336.67
Deposit	10/05/2020	eft	Transfer To FB Operating Acct.	Deposit	-4,000.00	2,336.67
Total FB Bank MM Account #6216						2,336.67
TOTAL					3,582.93	



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 \$##.## per hour;
- The Contractor shall submit a request for payment to the Client near the final day of each month;
- Total contract payment is not to exceed \$##,### 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, 2020.

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 checking, savings, and investment accounts
- Advise Contractor's Board and Executive Director on financial strategy, investments, and fundraising



Sept 24, 2020

Proposed Five-year Goals

Membership

- MCFB will strive to increase its voting and supporting membership to 200, representing a 30% increase over present numbers (154) and approximately 31% of the farmers in Multnomah County.

Ask-A-Farmer

- MCFB will create and implement an easily accessible and readily used program to connect people with questions about farming with local farmers.

Assisting Farmer

- MCFB will assist local farmers and farm communities with at least two problem-solving efforts each year.

Connecting Farmers

- MCFB will establish a network of local farmers and farm supporters through which formal and informal communications and exchanges occur to help farmers address issues they are facing.

Representing Farmers

- MCFB will establish and implement a mechanism through which local farmers receive and respond to accurate information about laws, regulations, policies, and programs that may affect their farming businesses; when local farmer response is not possible or practical, MCFB will serve as a proxy.

Sharing Knowledge

- MCFB will establish and implement an annual training curriculum that meets unmet needs of local farmers.

Board-related

- The MCFB Board of Directors will work with the Executive Director to increase the capacity and diversity of the MCFB Board—by adding, on average, one new Board member per year—as a means to provide more direct benefit to local farmers and farming communities.

Contractor-related

- MCFB will maintain existing capacity and relationships with the Executive Director and Treasurer; and will monitor and adapt as needed.

Volunteer-related

- MCFB will maintain existing capacity and relationship with Web Designer; and
- MCFB will recruit additional volunteers and will monitor and adapt as needed.

Document Administration

- MCFB will review foundational documents, plans, and policies on at least a five-year basis and will revise as necessary.

Finance and Budgeting

- MCFB will diversify and increase organizational funding; and
- MCFB will strive to increase its annual funding level to \$150,000 by 2025.

Reporting

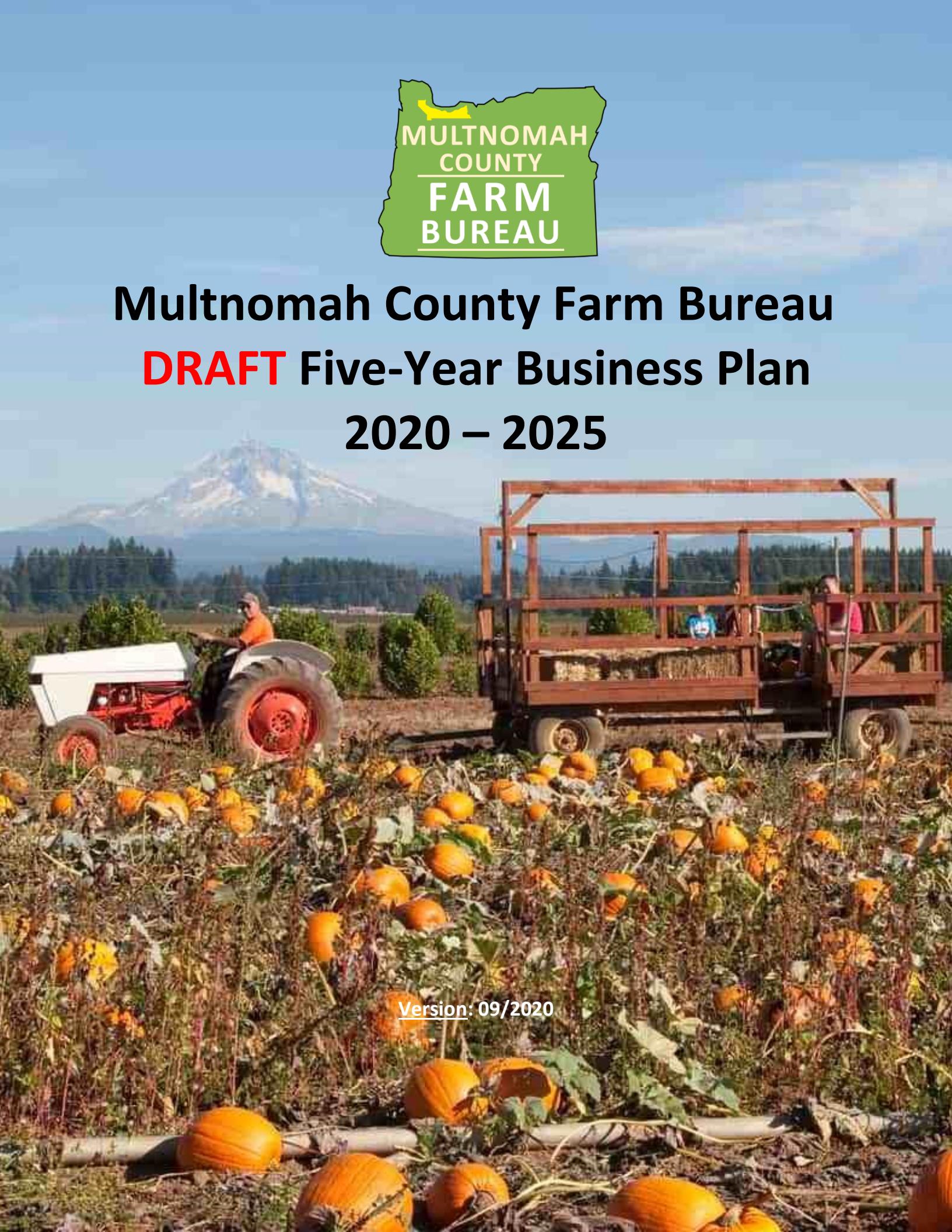
- MCFB will continue annual reporting to the Oregon Secretary of State as required; and
- MCFB will begin and continue annual progress reporting to track progress toward business plan goals.



Multnomah County Farm Bureau

DRAFT Five-Year Business Plan

2020 – 2025

A photograph of a pumpkin patch in a rural setting. In the foreground, there are many orange pumpkins of various sizes. A white tractor with a trailer is on the left, and a large wooden wagon filled with pumpkins is on the right. In the background, there's a forested hillside and a snow-capped mountain peak under a clear blue sky.

Version: 09/2020



Multnomah County Farm Bureau Five-Year Business Plan 2020 – 2025

Reproduction: Interested parties are free to use and reproduce this document in whole or in part.
Proper citation is requested.

For more information, contact:

Multnomah County Farm Bureau

Email: multnomahcfb@gmail.com

Web: www.multnomahcfb.org

Document Information

Title:	Multnomah County Farm Bureau Five-Year Business Plan 2020 - 2025
Pages:	12 pp
Location:	Troutdale, Oregon
Author(s):	Jay Udelhoven
Date:	September 24, 2020

Approval Signatures

Approved by the MCFB Board of Directors:			
Name	Title	Signature	Date
Larry Bailey	President of Board of Directors		



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1.0 About MCFB

The Multnomah County Farm Bureau (MCFB) was established in 1958 as a non-profit organization. MCFB is one of 32 county farm bureaus serving as local chapters of the Oregon Farm Bureau (OFB), which serves as one of 51 state affiliates of the American Farm Bureau Federation. MCFB is governed by a member-elected Board of Directors and is managed daily by an Executive Director and a Treasurer (for more, see **Section 3.0 Administration**).

Located in northwestern Oregon, MCFB's area includes farms and farm communities in all of Multnomah County and in Northcentral Clackamas County (see **Figure 1** below).

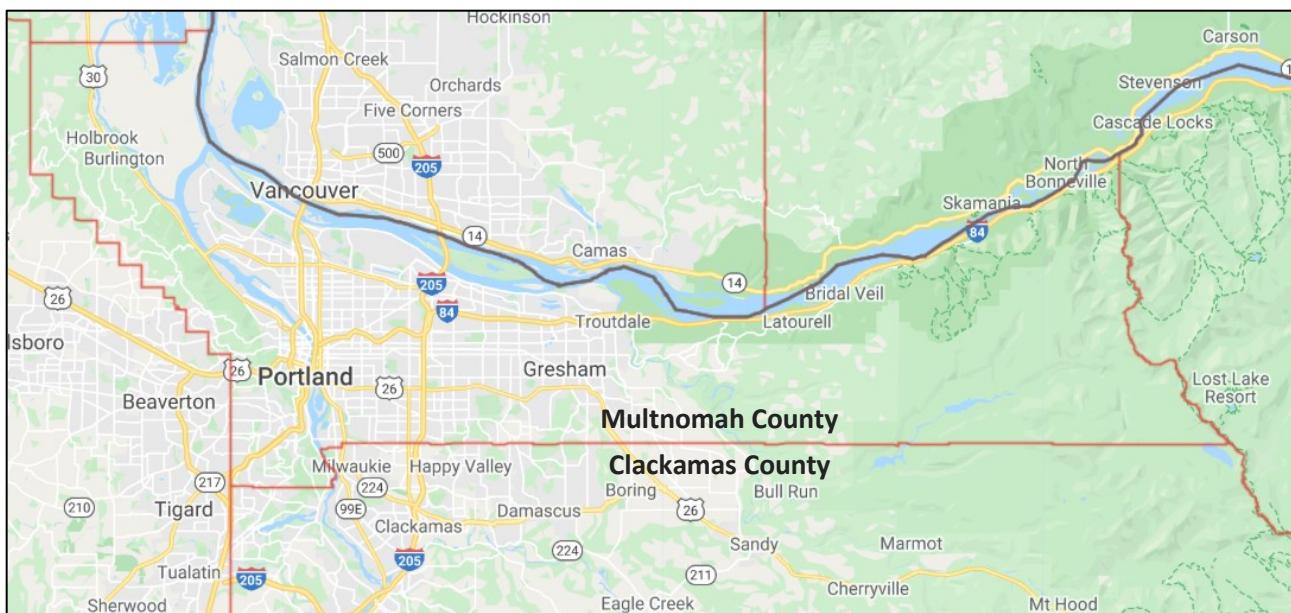


Figure 1: MCFB Area – Multnomah County and Northcentral Clackamas County

1.1 MCFB's Purpose

MCFB's purpose is to support and defend our vision, mission, and values as shown below.

MCFB's Vision

Farmers, in reflection of their hard work, can expect incomes that support quality livelihoods for their families.

MCFB's Mission

We help local farmers be successful.

MCFB's Values¹

We believe a diverse representation of farmers and farming methods will best support and defend our collective farm community.

¹ **Anti-discrimination/Anti-harassment Statement:** MCFB prohibits discrimination and harassment in all of its programs and activities.



1.2 Farming in Multnomah County

Multnomah County encompasses over 300,000 acres and includes both highly urbanized and less developed rural communities. According to the 2017 USDA Census of Agriculture, there were 653 farm operations made up of 25,435 acres within the county. While the vast majority of farm operations in the county were 50 acres or under, the farms are both big and small, urban and rural, organic and conventional, and food and non-food producing. Multnomah County farm commodity sales have recently totalled over \$74 million annually and are thus a critical part of the local economy. Summary data for the county are found in **Table 1** below.

Table 1: Summary Farm Data for Multnomah County

Number farm operations	653	
Market value of products sold	\$74,578,000	
Average value of agricultural land, including buildings	\$20,879 per acre	
Average rent for irrigated land	\$256 per acre	
Average rent for non-irrigated land	\$122 per acre	
Total agricultural acres	25,435	
• Cropland acres	15,623	61%
◦ Irrigated acres	5,747	23%
• Pastureland acres	2,544	10%
• Woodland acres	5,087	20%
• Other acres	2,289	9%
Average size of farm (acres)	39	
Crop Inventory		Acres
• Hay	2,742	
• Vegetables	2,607	
• Corn, silage	737	
• Wheat	483	
• Orchards	226	
• Beans	3	
• Nursery (including Flowers & Herbs)	4,900 *	
• Christmas Trees	tbd	
• Marijuana	tbd	
• Hemp	tbd	
Livestock Inventory		# Animals
• Broilers and other meat-type chickens	3,697	
• Cattle and calves	1,284	
• Goats	360	
• Hogs and pigs	77	
• Horses and ponies	399	
• Layers	3,415	
• Pullets	230	
• Sheep and lambs	981	
• Turkeys	74	
• Aquaculture	tbd	

Source: Unless otherwise noted, USDA 2017

* USDA 2010



1.3 Our Members

As of June 2020, MCFB had over 7,000 members, consisting of local farmers and local farm supporters. Farmers and farm supporters from all sectors are welcome, encouraged to join and participate, and included in MCFB.

MCFB has three types of members:

1. Voting members;
2. Supporting members; and
3. Associate members.

Due to a special arrangement between OFB and Country Financial, most members join MCFB when they obtain insurance services through Country Financial. Membership totals, requirements, and rights are shown in **Table 2** below.

Table 2: MCFB Membership Totals, Requirements, and Rights

Criteria	Membership Type		
	Voting	Supporting	Associate
Number of Members (as of 06/2020): 7,643	125	29	7,489
Qualifications	Farmers/ranchers with \$2,500 or more per year in gross farming or ranching income	Farmers/ranchers with less than \$2,500 per year in gross farming or ranching income and non-farmers	Multnomah County residents; and Country Financial clients
Dues	\$125/year	\$125/year	\$25/year
Support MCFB & OFB financially via dues	X	X	X
May attend all MCFB Board meetings, annual meetings, events, and outings	X	X	With approval from Board President or Executive Director
May attend the annual OFB state and AFBF national conventions	X	X	
Receive all OFB benefits	X	X	
May vote at the annual MCFB meeting for Board Directors and officers	X		
May run for MCFB and OFB state boards and officer positions	X		
May represent the MCFB as a voting delegate at the OFB annual state convention	X		
May represent the OFB as a voting delegate at the AFBF annual national convention	X		

Five-year Membership Goal:

- MCFB will strive to increase its voting and supporting membership to 200, representing a 30% increase over present numbers (154) and approximately 31% of the farmers in Multnomah County.



2.0 Our Approach

MCFB accomplishes its mission and seeks to realize its vision through five key strategies:

- 1) Asking Farmers**
- 2) Assisting Farmers**
- 3) Connecting Farmers**
- 4) Representing Farmers**
- 5) Sharing Knowledge with Farmers**

2.1 Asking Farmers

People have questions about farming. Whether members of the general public, students, industry representatives, government employees, or elected officials, when farm-related questions come up, people tend to turn to the usual information sources. These information sources often consist of friends, colleagues, books, the Internet, or academic experts. Rarely, though, do people have ready access to real farmers. Real farmers have unique experiences, knowledge, and understanding of land and farming techniques and issues. Farmers, local communities, and our society in general will benefit if people who are seeking to understand farming better have the ability to ask farmers directly. Given this, MCFB will connect people with questions about farming with real farmers. To accomplish this, we will establish the “Ask a Farmer” program.

Examples of previous questions asked of MCFB farmers relate to:

- Farmland lease rates;
- Farm business plans;
- Solar field impacts;
- Water needs for livestock; and
- Lease premiums for former CRP lands.



Figure 2: Local farmer Don Sturm inspecting his crop

Five-year Ask-A-Farmer Goal:

- MCFB will create and implement an easily accessible and readily used program to connect people with questions about farming with local farmers.



2.2 Assisting Farmers

Farmers are resourceful and creative people, but sometimes they would like assistance solving problems or addressing issues on their land. While there are many entities at local, state, and federal levels that assist farmers in a variety of ways, many farmers would prefer to engage with a local farm group, such as MCFB, to help them solve problems. Given this, MCFB will continually seek to identify local on-farm and community needs and ways in which MCFB can uniquely help meet those needs. As possible and appropriate, MCFB will then establish and implement relevant programs, projects, and activities.

Examples of previous and existing MCFB assistance, some of which we expect to continue during the next five years, include:

- Financial contributions for legal aid;
- Research for Portland BES water submeter program;
- Equipment advice for export to developing country;
- Wetland mitigation banking information;
- Agricultural conservation easement information; and
- *Find A Farm* web page that connects the public with local farms.

Five-year Assisting Farmer Goal:

- MCFB will assist local farmers and farm communities with at least two problem-solving efforts each year.

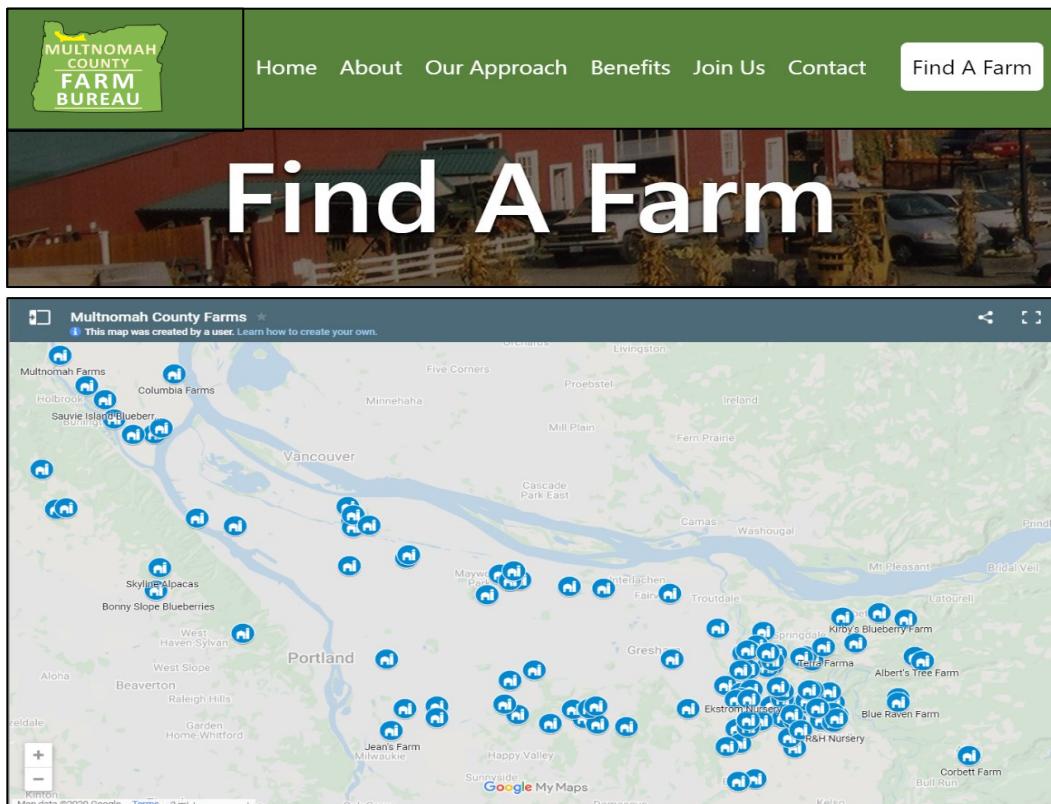


Figure 3: Find-A-Farm Web Page



2.3 Connecting Farmers

Farmers enjoy talking to other farmers. They share stories and ideas, and sometimes even co-miserate about problems. In today's busy world, however, it's difficult for farmers to connect with one another. There's not enough time in the day to get the work done, not to mention sit down for coffee with a fellow farmer. At the same time, there are an over-whelming number of ways to communicate with today's technology. Given this, through our social events, newsletters, emails, and online presence, MCFB will strive to serve as a farmer-to-farmer uniter and communication pathway.

Current MCFB networking efforts that we expect to continue during the next five years include:

- Social outings;
- Celebrations;
- Newsletters and mailers; and
- Social media

Five-year Connecting Farmers Goal:

- **MCFB will establish a network of local farmers and farm supporters through which formal and informal communications and exchanges occur to help farmers address issues they are facing.**



Figure 4: 2019 End of Year MCFB Celebration



2.4 Representing Farmers

The legal requirements that affect farming can make a difficult business even more difficult. Laws, regulations, policies, and government programs are constantly changing and it's nearly impossible for individual farmers to track, respond to, learn, comply with, and voice concern about the changes and requirements. To address this, MCFB will continue to be an active voice for local farmers at the local, state, and national levels. When government laws, regulations, policies, and programs are proposed anew or to be changed, MCFB will strive to identify, understand, disseminate, and engage related officials in a manner that benefits local farmers and their communities.



Figure 5: Oregon Capital Building, Salem, Oregon

Current MCFB representation and lobbying-related areas that we expect to continue engagement in during the next five years include:

- Elected officials;
- Laws and regulations;
- Voter education;
- Advisory councils and committees; and
- Organizational support.

Five-year Representing Farmers Goals:

- **MCFB will establish and implement a mechanism through which local farmers receive and respond to accurate information about laws, regulations, policies, and programs that may affect their farming businesses; when local farmer response is not possible or practical, MCFB will serve as a proxy.**



2.5 Sharing Knowledge with Farmers

There's a lot to know when you're a farmer. Not only do you have to stay current on legal requirements, but there are near constant advancements in technology and practices that would help you be successful if you were aware of them and understood them. Given this, MCFB will develop an annual curriculum that delivers training to local farmers that meets their needs.

Current MCFB training and education-related efforts that we expect to continue during the next five years include:

- Scholarships;
- Conferences;
- Learning events;
- Workshops; and
- Financial support.

Five-year Sharing Knowledge Goal:

- **MCFB will establish and implement an annual training curriculum that meets unmet needs of local farmers.**



Figure 6: Local farmers at sponsored workshop



3.0 Administration

3.1 Board of Directors

MCFB is governed by a member-elected Board of Directors. MCFB's Board of Directors must include a President and Secretary as Board Officers, and no less than one additional Board Director. The Board of Directors may choose to elect a Vice-President and Treasurer as additional Board Officers, and up to eight additional Board Directors. In addition, if there is a county Women's Committee and/or a Young Farmers and Ranchers Committee, the Chair of each committee shall be a voting member of the Board of Directors.

Board Officers are elected by Voting Members each year at the Annual MCFB Meeting. Other Board Directors, also elected at the Annual MCFB Meeting, serve staggered terms of two years. Only full MCFB Voting Members can serve on the Board of Directors. In addition to the Annual MCFB Meeting, the Board of Directors normally meets seven times throughout each year.

MCFB Board meetings and annual meeting are normally held as per the schedule in **Table 3** below. Notices, locations, and changes to the schedule are provided through mailers and on the MCFB Facebook page. Voting and Supporting members are always welcome to attend any of these meetings. Associate members, members of the public, and partner representatives should contact the MCFB Board President or Executive Director should they like to attend a meeting.

Table 3: MCFB Board Meeting Schedule

Month	Board Meeting Day/Time: 3rd Thursday @ 7:00PM Location: 1101 NE Burnside, Gresham	Annual Meeting Day/Time: TBD Location: TBD	Holiday Gathering Day/Time: TBD Location: TBD
January	X		
February	X		
March	X		
April	X		
May	X		
June			
July			
August			
September	X		
October	X		
November		X	
December			X

All Board agendas, meeting packets, and minutes are available on the MCFB website after being finalized.

Five-year Board-related Goal:

- The MCFB Board of Directors will work with the Executive Director to increase the capacity and diversity of the MCFB Board—by adding, on average, one new Board member per year—as a means to provide more direct benefit to local farmers and farming communities.



3.2 Contractors

On a weekly basis, MCFB activities are undertaken by a part-time contracted Executive Director and a part-time contracted Treasurer. We expect this situation to continue into the foreseeable future. Potential increases in capacity and changes to the nature of engagement of these individuals depend on increases in available funding and, as a result, increases in organizational activities.

Five-year Contractor-related Goal:

- **MCFB will maintain existing capacity and relationships with the Executive Director and Treasurer; and monitor and adapt as needed.**

3.3 Volunteers

MCFB occasionally benefits from the time and expertise of volunteers. Volunteers lead or help with activities such as website development and maintenance, social media management, and event hosting. As strategies evolve, there may be the need and desire to recruit additional volunteers, either for one-time activities or for on-going commitments.

Five-year Volunteer-related Goals:

- **MCFB will maintain existing capacity and relationship with Web Designer; and**
- **MCFB will recruit additional volunteers and will monitor and adapt as needed.**

3.4 Foundational Documents, Plans and Policies

MCFB's foundational, plan-related, and policy-related documents include the following:

- MCFB Articles of Incorporation;
- MCFB By-Laws;
- MCFB Business Plan;
- OFB Conflict of Interest Policy; and
- OFB Whistle Blower Policy.

These documents are available on the MCFB website. New Board Directors and contractors will be encouraged to read the documents and sign the policies.

Five-year Document Administration Goal:

- **MCFB will review foundational documents, plans, and policies on at least a five-year basis and will revise as necessary.**



3.5 Finance and Budgeting

The majority of MCFB funding is derived from member dues via Country Financial. This stable source of funding provides approximately \$80,000 per year. In addition, MCFB currently has approximately \$258,000 in savings. The MCFB fiscal year runs October through September. Each year the budget is developed in August and presented to the Board of Directors in September for review and approval. Once approved, the budget is available on the MCFB website. Each year in spring, MCFB is required to file taxes for the previous fiscal year, ending in September the year before.

Five-year Finance and Budgeting Goals:

- **MCFB will diversify and increase organizational funding; and**
- **MCFB will strive to increase its annual funding level to \$150,000 by 2025.**

3.6 Reporting

MCFB is required to submit an annual report to the Oregon Secretary of State (SOS) in April of each year. These short reports are mostly non-substantive and serve to keep the state informed regarding organization name, jurisdiction, nonprofit type, and names and mailing addresses of the registered agent and officers. The Oregon SOS reports are available on the Oregon SOS website and the MCFB website.

Beginning in 2020, MCFB intends to prepare annual progress reports to document progress toward the five-year goals established in this business plan. The annual progress reports will be prepared in September of each year and presented to the Board of Directors in October for their review and approval. Once approved, the annual progress reports will be available on the MCFB website.

Five-year Reporting Goals:

- **MCFB will continue annual reporting to the Oregon Secretary of State as required; and**
- **MCFB will begin and continue annual progress reporting to track progress toward business plan goals.**



Figure 7: Farmers at Rossi Farms, Portland, Oregon



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

Udelhoven Natural Resources & Environmental Consulting, LLC, ("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 Executive Director 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 \$62.50 per hour;
- For external grant-funded project work, the Contractor agrees to be paid at a rate of \$100.00 per hour;
- The Contractor shall submit a request for payment to the Client **near** the final day of each month;
- Total contract payment is not to exceed \$30,000 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, 2020**.

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.

Asking Farmers

- Establish and maintain the “Ask a Farmer” program

Assisting Farmers

- Identify at least two opportunities each year to assist local farmers in problem solving

Connecting Farmers

- Establish local farmer communication network
- Explore engagement with local chapter of OAN, local Granges, and other farm-related organizations
- Coordinate MCFB involvement with and sponsorship/hosting of social gatherings/meetings
 - Annual OFB Meeting
 - End of year celebration
 - External events such as softball games, golf tournaments, and trap shoots
- Implement outreach
 - Newsletters
 - Brochures
 - Membership “drives”
 - Welcome letters
 - Mailing lists
 - Create and maintain social media

Representing Farmers

- Track and report on farm-related activities and policies of external agencies and organizations

Sharing Knowledge with Farmers

- Coordinate guest speakers at meetings
- Coordinate annual education/training/licensing and certification events

Administration

- Fundraise
- Grow member base
- Establish plans and budgets
- Prepare annual reports
- Review and update organization’s foundational documents
- Coordinate and attend board meetings
- Recruit new Board Directors
- Expand knowledge of and linkages with AFBF, OFB, and other county farm bureaus
- Identify and promote opportunities for Board training