

# MORROW COUNTY BOARD OF COMMISSIONERS MEETING AGENDA

Wednesday, December 2, 2020 at 9:00 a.m.

Bartholomew Building Upper Conference Room

110 N. Court St., Heppner, Oregon

**Zoom Meeting Information on Page 2**

## AMENDED

1. **Call to Order and Pledge of Allegiance - 9:00 a.m.**
2. **City/Citizen Comments:** Individuals may address the Board on topics not on the agenda
3. **Open Agenda:** The Board may introduce subjects not on the agenda
4. **Consent Calendar**
  - a. Approve Accounts Payable and Payroll Payables
  - b. Minutes: October 14<sup>th</sup>, 21<sup>st</sup> & 28<sup>th</sup>
  - c. Sixteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 for the Financing of Public Health Services
  - d. Application for Tax Refund
  - e. **MasterTent USA, Inc. Sales Quote Acceptance**
5. **Business Items**
  - a. Retirement Recognition: Dean Robinson
  - b. Coronavirus Relief Fund, Department of Administrative Services Grant #2529 (Kate Knop, Finance Director)
  - c. Discussion - Defined Contribution Plan Documents and Contracts (Lindsay Grogan, Human Resources Manager; Kate Knop, Finance Director)
  - d. Road Committee Appointment Requests (Sandi Pointer, Public Works)
  - e. The Loop's Preliminary Annual Operating Plan, Fiscal Year 2021-2022 (Katie Imes, Coordinator)
  - f. Columbia River Enterprise Zone III Intergovernmental Agreement
  - g. Discussion Regarding BOC Retreat
  - h. Morrow County Emergency Operations Center Update
  - i. Irrigon Building Update
6. **Department Reports**
  - a. Administrator's Monthly Report (Darrell Green)
  - b. Sheriff's Office Monthly Report (Administrative Lieutenant Melissa Ross)
7. **Correspondence**
8. **Commissioner Reports**
9. **Signing of documents**
10. **Adjournment**

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

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

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This

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meeting is open to the public and interested citizens are invited to attend. Executive sessions are closed to the public; however, with few exceptions and under specific guidelines, are open to the media. The Board may recess for lunch depending on the anticipated length of the meeting and the topics on the agenda. If you have anything that needs to be on the agenda, please notify the Board office before noon of the preceding Friday. If something urgent comes up after this publication deadline, please notify the office as soon as possible. If you have any questions about items listed on the agenda, please contact Darrell J. Green, County Administrator at (541) 676-2529.

### **Zoom Meeting Information**

Join Zoom Meeting:

<https://zoom.us/j/5416762546>

**PASSWORD: 97836**

Meeting ID: 541-676-2546

Zoom Call-In Numbers for Audio Only Using Meeting ID 541-676-2546#:

- 1-346-248-7799
- 1-669-900-6833
- 1-312-626-6799
- 1-929-436-2866
- 1-253-215-8782
- 1-301-715-8592

**Morrow County Board of Commissioners Meeting Minutes**  
**October 14, 2020**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty, Darrell J. Green, Kate Knop, Roberta Lutcher, Tamra Mabbott, Justin Nelson, Brian Snyder

**Present Via Zoom**

Staff: Lindsay Grogan, Gayle Gutierrez, Eric Imes, Katie Imes, Diane Kilkenny, Ian Murray, Matt Scrivner, Linda Skendzel, LeAnn Wright, Gregg Zody. Non-Staff: Raymond Akers, Torrie Griggs, Lisa Mittelsdorf, Karen Pettigrew, Lori Roach, David Sykes

**Call to Order, Pledge of Allegiance and Roll Call:** 9:01 a.m.

**City & Citizen Comments:** Boardman Chamber of Commerce Executive Director, Torrie Griggs, requested additional information on the County's small business grants program. Community Development Gregg Zody said he would send her the information and noted it was available on the County's website. Brief discussion on the sources of the grant funds and how the County planned to make the grant program known to as many people as possible.

Chair Lindsay then said October was breast cancer awareness month and she'd heard the statistics for postponed tests and doctor appointments were "horrible." She reminded everyone to get screenings and blood tests, and to not let COVID-19 cause the next health issues.

**Open Agenda**

Commissioner Doherty requested the County contact the West Extension Irrigation District regarding an easement near the intersection of Miller Road and Kunze Lane to ensure there aren't "dueling plats" there.

**Consent Calendar**

*Commissioner Russell moved to approve the following items in the Consent Calendar:*

1. *Accounts Payable and Payroll Payables*
2. *Sheriff Station 2 Budget Transfer Resolution No. R-2020-23*
3. *Notice of Award to Allstott Construction, LLC, Sheriff Station 2 Request for Bids (\$564,702)*
4. *Special Transportation Fund Advisory Committee Reappointment Request: Sheryll Bates, representing the Heppner Community, term to be January 1, 2021 through December 31, 2024*
5. *Statewide Transportation Improvement Fund Advisory Committee Reappointment Request: Sheryll Bates, representing Heppner Senior Citizen Community, term to be October 14, 2020 through January 30, 2023*
6. *Order No. OR-2020-9: Appointing Members to the Board of Property Tax Appeals: Don Russell appointed as Chairperson and member of the County Governing Body pool; term shall be October 15, 2020-June 30, 2021; Ed Rollins and Dean Kegler appointed as members of the Non-Office Holding pool and Chairperson pool; terms shall be October 15, 2020-June 30, 2021*

*Commissioner Doherty seconded. Unanimous approval.*

### **Business Items**

#### Draw Applicant Names for 2020 Youth Hunt – Spike Elk

Matt Scrivner, Public Works Director

Mr. Scrivner recommended accepting the seven Morrow and Grant County residents who applied for the special hunt.

*Commissioner Russell moved to follow the recommendation of Public Works/Parks and allow the seven qualifying hunters to participate in the Special Youth Hunt: David Rietmann and Katie Spivey from Ione; Lane Rowe, Zackariah Jones and Kassadie Griffin from Irrigon; Riley Pearcy from Boardman; and Fallan Griffin from John Day. Commissioner Doherty seconded. Discussion took place on the logistics that take place at the OHV Park on the special hunt days. Unanimous approval.*

#### Request to Surplus Equipment & Materials, Public Works

Matt Scrivner, Public Works Director

Mr. Scrivner discussed the process to surplus the listed equipment through a silent auction and then requested permission to move forward.

*Commissioner Russell moved to authorize Public Works, Finance and the Administrator to dispose of items declared surplus. Commissioner Doherty seconded. Unanimous approval.*

#### Purchase Pre-Authorization Request, Public Works, Two Dump Pup Trailers

Eric Imes, Assistant Road Master

Mr. Imes talked about the features of the trailers and the bid review process.

*Commissioner Doherty moved to approve the Purchase Pre-Authorization Request for two 2021 Workman dump pup trailers in the amount of \$154,000 from Northwest Equipment Sales, Inc. Commissioner Russell seconded. Discussion: Commissioner Doherty asked Mr. Imes how things compared since switching to the new style of paving trucks/trailers about a year ago. He talked about the improved safety aspects and the efficiencies that have been realized. Unanimous approval.*

#### Purchase Pre-Authorization Request, Two 2021 Kenworth T370 Hook Trucks & Components

Eric Imes, Assistant Road Master

Mr. Imes explained the purchase was part of the Replacement Plan for this fiscal year and that Kenworth Sales provided its quote through the Sourcewell Cooperative Purchasing program.

*Commissioner Doherty moved to approve the Purchase Pre-Authorization Request for two 2021 Kenworth T370 trucks and listed components in the amount of \$570,857.74 from Kenworth Sales Company, Inc. Commissioner Russell seconded. Unanimous approval.*

#### Invoice from Enterprise Zone Manager Greg Sweek

Chair Lindsay said she brought this forward for discussion since the invoice was higher than the \$2,000 amount set aside for the work. Brief discussion.



*Commissioner Russell moved to approve the invoice from Greg Sweek in the full amount of \$2,250. Commissioner Doherty seconded. Unanimous approval.*

#### Morrow County Retirement Trust – Actuarial Valuation as of July 1, 2019

Kate Knop, Finance Director

Ms. Knop reviewed her memo and written summary. The following is from the Summary:

“The July 1, 2019 actuarial valuation report reflects an actuarial market loss in Morrow County’s Retirement Plan assets, an increase in active and non-active participants, and increase in the Plan unfunded liability.

During 2019-20, the Morrow County Board of Commissioners approved steps toward mitigating the County’s financial risk, moving toward a sustainable retirement plan for eligible employees.

The steps included:

1. Closing the Morrow County Defined Benefit Retirement Plan to new members, effective July 1, 2020.
2. Opening a new Defined Contribution Retirement Plan for all non-safety eligible employees and elected officials...
3. Approved Public Employees Retirement System (PERS) coverage to all Sheriff’s Office employees...hired on or after July 1, 2020...

Commissioner Russell stated the return on investments substantially under-performed the market. He asked who sets the tolerance risk.

Ms. Knop replied, the Board of Commissioners.

Commissioner Russell said in his six years on the Board, he didn’t remember anyone asking that question.

Ms. Knop said she was working to schedule a meeting in November with McGee Wealth Management, the financial advisors, and Milliman, the actuary.

#### Irrigon Building Update

Darrell Green, Administrator

- The Board participated in a meeting with CIDA to review interior finish options. He said the Board narrowed the options down to three or four.
- Groundbreaking ceremony in Irrigon will take place Friday, October 16<sup>th</sup> at 8:30 a.m.
- The first meeting to discuss furniture options will be next week.

#### Emergency Operations Center Update

- Chair Lindsay discussed the positive COVID-19 statistics in recent weeks, which were dropping. She said residents were doing something right and this might lead to conversations about reopening schools.
- Interim Public Health Director, Diane Kilkenny, talked about the need for a student to read at grade-level three in third grade. If that milestone isn’t reached at the appropriate time, it can impact a student’s trajectory in life, she said. Ms. Kilkenny encouraged residents to keep up the good work and remember to follow good practices by social

distancing, wearing a mask and washing hands frequently. Doing so could allow students to return to school. She said everyone has COVID fatigue and is ready for this to be over but a vaccine is coming but it likely won't be until 2021.

### **Department Reports – Written**

The Commissioners decided to return to in-person or Zoom presentation of reports by Department Directors and Elected Officials, starting next week.

The following written reports were reviewed:

- Community Development Department Monthly Report, submitted by Gregg Zody
- Planning Department Monthly Report, presented by Tamra Mabbott
- Justice Court Quarterly Report, submitted by Judge Glen Diehl
- Veterans Services Quarterly Report, submitted by Linda Skendzel

### **Correspondence**

- Fund Exchange Workgroup – slide presentation from the Oregon Department of Transportation, Association of Oregon Counties, and Oregon Association of County Engineers and Surveyors workgroup.
- Public Notice – Boardman Planning Commission Public Hearing, October 21<sup>st</sup>. Ms. Mabbott explained the County was an adjoining property owner to the action on the agenda. After she outlined some items of concern, the Board directed Ms. Mabbott to draft a letter to the City of Boardman to be reviewed at next week's BOC meeting.

### **Commissioner Reports**

- As the Board's liaison to the Columbia Development Authority, Commissioner Russell talked about the CDA meeting of October 8<sup>th</sup>. At that meeting, a successful vote was taken to deed the industrial ground of the Umatilla Army Depot property to the Port of Morrow and the Port of Umatilla, instead of the five entities (Umatilla and Morrow Counties, the Ports and the Confederated Tribes of the Umatilla Indian Reservation). He said his research indicated that was the intent more than 25 years ago when the process began to transfer the land from the Army to the five entities, and it needed to be officially memorialized.

Chair Lindsay and Commissioner Doherty expressed their displeasure with the vote having taken place when the subject wasn't on the agenda and came as the meeting was ending and participants had disconnected electronically. Discussion continued on the need for Commissioner liaisons to bring information about potential decisions back to the Board of Commissioners for vetting.

### **Comments before Executive Sessions**

Commissioner Lindsay read the Executive Session citations and said no decisions were anticipated following either Executive Session.

**11:43 a.m. Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

**Signing of documents**

**Adjourned:** 12:20 p.m.

DRAFT

**Morrow County Board of Commissioners Meeting Minutes**  
**October 21, 2020**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Melissa Lindsay, Commissioner Don Russell, Commissioner Jim Doherty, Darrell J. Green, Kate Knop, Ken Matlack, Roberta Lutchter, Richard Tovey, Gregg Zody

**Present Via Zoom**

Staff: Erin Anderson, Lindsay Grogan, Gayle Gutierrez, Katie Imes, Diane Kilkenny, Tamra Mabbott, Sandi Pointer, Heidi Turrell, Sherry Wright; Non-Staff: Kalie Davis, Torrie Griggs, Erika Lasater, Lisa Mittelsdorf, Ryan Neal, Karen Pettigrew, Lori Roach, Greg Sweek, David Sykes, Brandy Warburton

**Call to Order, Pledge of Allegiance and Roll Call:** 9:03 a.m.

**City & Citizen Comments:** None

**Open Agenda:** No items

**Consent Calendar**

*Commissioner Russell moved to approve the following items in the Consent Calendar:*

- 1. Accounts Payable and Payroll Payables*
- 2. Application for Tax Refund to Tyler and Kalie N. Davis, \$4,067.49*
- 3. Ninth Amendment to Oregon Health Authority Intergovernmental Agreement #159175 for the Financing of Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling, and authorize Chair Lindsay to sign on behalf of the County*

*Commissioner Doherty seconded. Unanimous approval.*

**Business Items**

Business Assistance Grants Update

Gregg Zody, Community Development Director

Mr. Zody provided status updates on grants intended to help businesses experiencing the economic impacts of COVID-19. He reviewed the grants offered by the Tillamook County Creamery Association, Business Oregon, and Morrow County's Resiliency Fund. The Commissioners relayed their initial ideas for some of the Resiliency Grant parameters, but no decisions were made.

Morrow County Emergency Operations Center Update

- Administrator Darrell Green said the EOC Team decided the sanitizing using electrostatic disinfectant spray by the janitorial service will be performed in common areas, restrooms, hallways, and conference rooms, instead of entire buildings.
- Interim Public Health Director Diane Kilkenny said, as of today, the drive-through flu PODS (points of distribution) clinics have taken place in every community in the County. She said they have been a good way to practice for COVID vaccine distribution next year. Ms. Kilkenny said the Oregon Health Authority issued an updated mask guidance/recommendation – individuals should wear face masks and not shields or coverings. She said staff members were closely monitoring statistics to see if they meet

the appropriate benchmarks three weeks in a row in order to reopen schools. She said she has been working closely with school district representatives in that hope.

- Discussion took place about the need to have a letter ready for signature to the Governor requesting school reopening.

*Commissioner Russell moved to authorize Melissa Lindsay, as Chair, to sign a letter to the Governor, if need be, with consultation from Diane Kilkenny, Interim Public Health Director, requesting to reopen schools. Commissioner Doherty seconded. Unanimous approval.*

#### Solid Waste Advisory Committee Appointment Requests

Sandi Pointer, Public Works

Ms. Pointer presented the two application requests for appointment and asked the Board to consider the appointments.

*Commissioner Russell moved to appoint Joe Lindsay to represent Position 2, Alternate, and John Murray to represent Position 4, to the Solid Waste Advisory Committee. Both terms to be October 21, 2020 – October 21, 2024. Commissioner Doherty seconded. Discussion: Commissioner Russell said he hoped the new appointees could make the meetings as they both mentioned daytime meetings would be difficult and that evenings or weekends would work better. Unanimous approval.*

#### Comment Letter to Boardman Planning Commission for October 21<sup>st</sup> Public Hearing on the Request to Rezone 7.78 Acres from Tourist Commercial/Commercial Highway Sub District to General Industrial District, Amazon Web Services Zone Change PAPA 02-2020

Tamra Mabbott, Planning Director

Ms. Mabbott presented the letter for consideration and went over some of the concerns addressed within it. Discussion.

*Commissioner Doherty moved to sign the letter as presented by Ms. Mabbott. Commissioner Russell seconded. Unanimous approval.*

#### Irrigon Building Update

Darrell Green, Administrator

- A meeting with stakeholders to discuss furniture was held yesterday. It was to determine the base level for office furniture set ups and conversations will be held later on furniture for other areas.
- Still working on the audio/visual needs in the conference rooms.
- The permitting process is still being worked through.
- The Board and Mr. Green talked about last Friday's ceremonial groundbreaking and thanked all who participated.

#### Grants to Cities Discussion

Kate Knop, Finance Director

Ms. Knop presented a revised spreadsheet on distribution options, as follow-up to the October 5<sup>th</sup> BOC meeting.

*Commissioner Russell moved to split the money based on historical formula – 37.5% population and 62.5% even split. Commissioner Doherty said before making a new motion, he wanted to move to “untable” the earlier discussion of October 5<sup>th</sup>. Commissioner Russell seconded to untable the motion. Unanimous approval.*

*Commissioner Russell moved to split the money based on historical formula – 37.5% population and 62.5% even split. Commissioner Doherty seconded. Discussion: Commissioner Doherty asked when this will move forward. Ms. Knop said it would probably be processed in the Accounts Payable in the next week or two. Chair Lindsay reiterated the ideas she was attempting to express at the October 5<sup>th</sup> meeting about the dire financial needs of the smaller communities in the County, and her proposal to distribute based on need and not population. Commissioner Russell apologized to Chair Lindsay for his comments to her at that meeting and said he would do better. Vote: Unanimous approval.*

#### Columbia Development Authority Meeting Discussion

Chair Lindsay explained this was listed on the agenda in the event it's needed as a Business Item following the Executive Session.

#### **Department Reports**

##### Juvenile Department Quarterly Report

The written report submitted by Juvenile Department Director Christy Kenny was reviewed.

##### The Loop Quarterly Report

Katie Imes, Coordinator

Ms. Imes' reviewed her report for the Board.

##### Emergency Management Quarterly Report

The written report submitted by Undersheriff John Bowles was reviewed.

#### **Correspondence**

- Press Release: Explosive Ordnance Disposal Activity at NWSSTF Boardman (Naval Weapons Systems Training Facility).
- Oregon Department of Energy Public Notice: Carty Generation Station, Request for Comments on the Complete Request for Amendment 2 and Draft Proposed Order.
- Letter from Assessor/Tax Collector Mike Gorman, to All Taxing Districts regarding the 2020-21 Certification of Taxes.
- Letter from Justin Nelson, County Counsel, to Interested Parties of Planning Department Application No. LUD-N-26-20 on the cancellation of the October 14<sup>th</sup> BOC Public Hearing.
- Statistics for Morrow County from “Oregon by the Numbers.”
- Email from Bill Rosholt, Executive Director of the Eastern Oregon Workforce Board, affirming the appointment of Sheryll Bates to the At Large position and that Morrow County could still appoint another business person to the EOWB.
- Morrow County 2020 Census Self-Response Rates. Chair Lindsay commented the census was shut down overnight. She thanked Commissioner Doherty for his efforts last summer when he coordinated a pop-up census event.

## **Commissioner Reports**

Reports were provided by the Commissioners.

**Break:** 10:45-10:54 a.m.

## **Comments Prior to Executive Session**

Chair Lindsay said there was the potential to resume the meeting following the Executive Session. She then read the applicable Executive Session citation.

**10:55 a.m. Executive Session:** Pursuant to ORS 192.60(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

## **11:27 a.m. Return to Regular Meeting**

### **Business Items, continued**

#### Columbia Development Authority Meeting Discussion

Richard Tovey, County Counsel

Mr. Tovey confirmed no decision was made during the Executive Session. He said his office prepared a letter for the Board to review that asks CDA to rescind the motion made at the October 8<sup>th</sup> meeting to “memorialize the collective intent to deed the industrial property to the Port of Morrow and the Port of Umatilla after the transfer of the depot is complete.” The letter went on to reference Umatilla County Commissioner Bill Elfering’s letter to the CDA that called out the reasons the vote on the motion was illegal.

Commissioner Russell said his intent at tomorrow’s CDA meeting was to rescind his vote, but he couldn’t speak for the other members of the CDA. He said he would be happy to present the Board’s letter to the CDA. Discussion continued.

*Commissioner Doherty moved to sign the letter, as drafted, for tomorrow’s CDA meeting. Commissioner Russell seconded. Unanimous approval.*

### **Signing of documents**

**Adjourned:** 11:45 a.m.



**Morrow County Board of Commissioners Meeting Minutes**  
**October 28, 2020**  
**Bartholomew Building Upper Conference Room**  
**Heppner, Oregon**

**Present In-Person**

Chair Melissa Lindsay, Commissioner Don Russell, Darrell J. Green, Alan Gregory, Lindsay Grogan, Eric Imes, Diane Kilkenny, Roberta Lutchter, Richard Tovey

**Present Via Zoom**

Commissioner Jim Doherty, Stephanie Case, Gayle Gutierrez, Katie Imes, Kate Knop, Tamra Mabbott, Ian Murray, Sandi Pointer, Matt Scrivner, Linda Skendzel, Vickie Turrell, Gregg Zody;  
Non-Staff: Torrie Griggs, Erika Lasater, Ryan Neal, Karen Pettigrew, David Sykes

**Call to Order, Pledge of Allegiance & Roll Call:** 9:02 a.m.

**City & Citizen Comment:** None

**Open Agenda:** No items

**Consent Calendar**

Chair Lindsay removed the Accounts Payable (APs) to Business Items.

*Commissioner Russell moved to approve the remaining item in the Consent Calendar: September 16<sup>th</sup> minutes. Commissioner Doherty seconded. Unanimous approval.*

**Business Items**

Accounts Payable

Chair Lindsay had questions about the invoice for the National Judicial College in Reno, Nevada for Justice of the Peace, Glen Diehl. She said her recollection from Budget Committee Hearings in April was if he opted to attend prior to the November election, it would be at his expense. She asked the other Commissioners if that was correct.

Commissioner Russell agreed and asked for additional information as to why he chose to attend this close to the election. He said COVID might have impacted how often the judicial college would be offered.

Commissioner Doherty estimated it could be the registration fee for a session in the spring.

Via the chat option in Zoom, Stephanie Case from the Planning Department, wrote that Judge Diehl was currently attending the judicial college.

*Chair Lindsay moved to approve the Accounts Payable, minus the National Judicial College invoice until additional research and discussion occur. Commissioner Russell seconded. Unanimous approval.*

Acknowledge Upcoming Retirements

Chair Lindsay said the Board planned to acknowledge retirements of County employees on a regular basis. On the schedule today were Alan Gregory and Diane Kilkenny.

- Mr. Gregory will officially retire October 29<sup>th</sup> after having been with Public Works/Road Department since 1990. Chair Lindsay read a brief summary of his career with the County and others spoke about him, including Public Works staff, Matt Scrivner, Eric Imes and Sandi Pointer. Mr. Gregory's wife, Sheri, talked about his career progression and Planning Director Tamra Mabbott commented on her interactions with Mr. Gregory over the years in various capacities.
- Ms. Kilkenny's retirement date will be November 2<sup>nd</sup>, however, she will stay on as Interim Public Health Director until mid-December to help with the transition to a new director. Ms. Kilkenny began working for the County as a nurse in 1987 and was tapped as Interim Director last spring when now-retired Director, Sheree Smith, was no longer able to stay in that position. Each Commissioner thanked Ms. Kilkenny for stepping in during such a critical time in the history of the Public Health Department. Multiple staff members in the department thanked Ms. Kilkenny, as well, and presented her with a retirement gift.

Comment Letters to the Energy Facility Siting Council Regarding the Carty Generating Station Request for Amendment 2 & Draft Proposed Order; and Wheatridge II Request to Amend Site Certificate

Tamra Mabbott, Planning Director

Ms. Mabbott briefly reviewed the letters. She said once EFSC authorizes the amendments, they need to come back to the County for a Conditional Use Permit, which was the main point of both letters. She said a new recommendation was added so that energy facilities are treated the same as any other development, in that the landowner then has to obtain a zoning permit, for consistency. Another change from past practice, will be for the Board to sign the letters, rather than Planning staff. She said the Board is the highest body in the County, which carries more weight, and the Board is also designated as part of the special advisory group.

*Commissioner Doherty moved to approve the two letters dated October 28<sup>th</sup>, drafted by the Planning Department. Commissioner Russell seconded. Unanimous approval.*

Public Health Department Memorandums of Understanding with Community Based Organizations (CBOs) – Doulas Latinas International and Euvalcree

Diane Kilkenny, Interim Public Health Director

Ms. Kilkenny explained Governor Brown wanted better health equity, especially during COVID when the majority of those affected are in communities of color. The Oregon Health Authority provided grants to CBOs to provide contact tracing, wrap around services, education and outreach. Two CBOs have received OHA grants to serve Morrow County and they now require MOUs to provide those services.

*Commissioner Russell moved to approve the MOU with Euvalcree and the MOU with Doulas International Regarding Community Engagement, Education, Support and Outreach for Active Surveillance of COVID-19 Case Contact; both effective when fully executed and both shall expire October 28, 2023, unless by mutual or single party termination; and authorize Chair Lindsay to sign on behalf of the County. Commissioner Doherty seconded. Unanimous approval.*

**9:41 a.m.** Commissioner Doherty left to attend another meeting.

Review Registered Nurse Supervisor Job Description

Lindsay Grogan, Human Resources Manager

Ms. Grogan outlined some of the responsibilities within the new position and said funds were available in that department's personnel budget due to professional nursing positions that have not been filled. In the subsequent discussion, it was decided the word "may" will be placed before "serves as back-up to Public Health Director," and Chair Lindsay asked that to make sure the word "supervisor" in the job title was being used accurately and wouldn't create any issues with the union.

*Commissioner Russell moved to approve the Public Health Clinic Nurse Supervisor job description with no additional budget appropriations, and with the minor changes and requests incorporated. Chair Lindsay seconded. Vote: Aye: Chair Lindsay and Commissioner Russell. Excused: Commissioner Doherty. Motion carried.*

Wheatridge Project – Agreement on Procedural Issues for Partial Assignments

Darrell Green, Administrator

Chair Lindsay said she recused herself from decisions with Wheatridge, with the exception of the Road Use Agreement, because there were no monetary changes to the County. She said she didn't think it necessary to recuse herself today but was happy to do so, however, there were currently just two Commissioners present.

County Counsel, Richard Tovey, said he thought it would be fine as this just changes what's distributed.

Regarding today's agreement, Mr. Green explained Wheatridge Wind Energy, LLC and Wheatridge Solar Energy Center, LLC, proposed to partially assign the 450 megawatts (MW) as follows: 200 MW to Wheatridge Wind II; 150 MW to Wheatridge Wind East; and 100 MW to PGE. The request to do so was allowed within the original Strategic Investment Program Agreement signed in March 2019. Mr. Green said there was concern in the future about the Assessor's Office potentially managing up to 25 different 10 MW partial assignments, which could place a huge workload on them.

*Commissioner Russell moved to approve the partial assignments of the Wheatridge Wind Project as follows: 200 MW to Wheatridge Wind II, LLC; 150 MW to Wheatridge Wind East, LLC; and 100 MW to PGE. Chair Lindsay seconded. Vote: Aye: Chair Lindsay and Commissioner Russell. Excused: Commissioner Doherty. Motion carried.*

Cattle Guard Procurement

Matt Scrivner, Public Works Director

Mr. Scrivner said the County/Public Works buys cattle guards that meet Road Department specifications and then sells them to landowners. He provided an overview of the bid process and recommended the award for cattle guards go to Doherty Welding, LLC. (It was noted Doherty Welding was owned by Commissioner Doherty's brother.)

*Commissioner Russell moved to accept the low bid for cattle guards and award the bid to Doherty Welding, LLC. Chair Lindsay seconded. Vote: Aye: Chair Lindsay and Commissioner Russell. Excused: Commissioner Doherty. Motion carried.*

#### Notice of Grant Opportunity for Off-System Paths

Gregg Zody, Community Development Director

Mr. Zody said staff recently received notice from Oregon Community Paths program that it is accepting letters of intent for off-system path grants (bike/pedestrian paths not primarily on or along a roadway). Some examples being path or path segments that traverse a park; go between housing developments; go along greenways or old rail lines; are located within areas not otherwise within the public right-of-way. Mr. Zody talked about two possible projects in Morrow County – further development of the Heritage Trail, and developing a pathway between Heppner and Ione.

*Commissioner Russell moved to authorize Mr. Zody to submit a letter of intent by the October 31<sup>st</sup> deadline and to further investigate the viability of trails in Morrow County. Chair Lindsay seconded. Vote: Aye: Chair Lindsay and Commissioner Russell. Excused: Commissioner Doherty. Motion carried.*

**Break:** 10:02-10:10 a.m.

#### Morrow County Emergency Operations Center Update

Chair Lindsay said the schools were in session, with a reduced schedule, thanks to a lot of work from staff in Public Health and the schools, as well as the citizens of the County. She said there was a lot of turmoil because of the quick response without a lot of notice but there was a fear that the new metrics for schools might remove rural schools to a different criteria. The goal was “to shoot the gap” of the current metrics and not suffer under the next metrics. She said the hope was the County will be allowed to have local control under the EOC, the school districts, and the local public health authority (Morrow County Board of Commissioners/Public Health Department).

#### Irrigon Building Update

Darrell Green, Administrator

Mr. Green said meetings continue with the Board on interior finish options and with stakeholders on furniture options. He said the team continued to look to avoid additional expenses or find cost-saving opportunities in the water/sewer area. This could free up money for other items or reduce the overall budget. He also said the building permit process with the City of Irrigon was still in-process and he hoped to get it cleaned up soon.

#### Association of Oregon Counties Virtual Annual Conference & November 18<sup>th</sup> BOC Meeting

The Commissioners had not had an opportunity to view the AOC agenda and opted to bring this back for discussion next week.

#### **Department Reports**

##### Road Department Monthly Report

Eric Imes, Assistant Road Master, reviewed his written report.

#### Human Resources Quarterly Report

Ms. Grogan reviewed her written report.

#### Public Health Department Quarterly Report

Ms. Kilkenny's written report was reviewed by the Board.

#### Weed Department Quarterly Report

Dave Pranger's written report was reviewed by the Board.

#### **Correspondence**

- Oregon Farm Bureau News Release: "Governor subverts public process with last-minute Executive Order"
- Orchard Wind Project Update
- PGE News Release: "PGE announces end to coal-fired power generation in Oregon"
- Oregon Water Resources Department Notice of Petition for Rule Amendment or Rulemaking and Invitation for Public Comment from Stand Up to Factory Farms

#### **Commissioner Reports**

Reports were provided by Commissioner Russell and Chair Lindsay.

#### **Cancelled:**

**Executive Session:** Pursuant to ORS 192.660(2)(h) – To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

**Executive Session:** Pursuant to ORS 192.660(2)(e) – To conduct deliberations with persons designated by the governing body to negotiate real property transactions

#### **Signing of documents**

**Adjourned:** 11:20 a.m.



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

(For BOC Use)  
Item #  
**4c**

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

Presenter at BOC:

Phone Number (Ext): 5211

Department: Morrow County Health Department

Requested Agenda Date: 12/02/2020

Short Title of Agenda Item:

(No acronyms please)

**IGA #159824 Amendment 16 FY21**

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: **Oregon Health Authority**

Contractor/Entity Address: **635 Capital St. NE, Room 350, Salem, OR 97301**

Effective Dates – From: **Issue Date 10/09/2020**

Through: **June, 30, 2021**

Total Contract Amount: **\$971,679.54**

Budget Line: **Several**

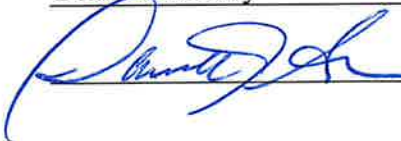
Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

Diane Kilkenny      11/22/2020      Department Director

DATE

Required for all BOC meetings

      11/30/2020      Administrator

DATE

Required for all BOC meetings

\_\_\_\_\_  
County Counsel

DATE

\*Required for all legal documents

\_\_\_\_\_  
Finance Office

DATE

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
Human Resources

DATE

\*If appropriate

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

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

Rev: 3/30/20

# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners

(Page 2 of 2)

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

After reading through Amendment 16 although nothing has fundamentally changed they are allowing us to rollover funds for PE51-01 \$4,333.84 that was unspent and for the SBHC it is allowing a rollover for the Mental Health Expansion (SBHC) of \$12,220.33 of which we are the pass through agency. It updates our agreement to reflect that.

## 2. FISCAL IMPACT:

An increase in \$4,333.84 from a rollover from unspent funds last year on PE51-01.

An rollover in funds for Community Counseling Services SBHC (School Based Health Center) of \$12,220.33 which was unspent funding from FY20. We are their pass through agency.

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

Move to approve the Sixteenth Amendment to Oregon Health Authority Intergovernmental Agreement #159824 and authorize Chair Lindsay to sign on behalf of the County.

☒ Attach additional background documentation as needed.





**SIXTEENTH AMENDMENT TO OREGON HEALTH AUTHORITY  
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to [dhs-oha.publicationrequest@state.or.us](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Sixteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Morrow County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Morrow County.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

**AGREEMENT**

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Section 1 of Exhibit C of the Amended and Restated Agreement entitled "Financial Assistance Award" for FY20 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY20)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C of the Amended and Restated Agreement.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.
8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**9. Signatures.**

By: \_\_\_\_\_  
Name: /for/ Carole L. Yann  
Title: Director of Fiscal and Business Operations  
Date: \_\_\_\_\_

**MORROW COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

By: \_\_\_\_\_  
Name: Derrick Clark (or designee)  
Title: Program Support Manager  
Date: \_\_\_\_\_

**Attachment A**  
**Financial Assistance Award (FY20)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR      Zip Code: 97836	<b>2) Issue Date</b> October 09, 2020	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE01-01 State Support for Public Health	14,354	0	14,354
PE01-04 COVID19 Response	18,804	0	18,804
PE01-05 COVID-19 Local Active Monitoring	0	0	0
PE12 Public Health Emergency Preparedness and Response (PHEP)	69,400	0	69,400
PE12-02 COVID-19 Response	18,352	0	18,352
PE13-01 Tobacco Prevention and Education Program (TPEP)	19,870	0	19,870
PE42-03 MCAH Perinatal General Funds & Title XIX	1,908	0	1,908
PE42-04 MCAH Babies First! General Funds	6,103	0	6,103
PE42-06 MCAH General Funds & Title XIX	3,582	0	3,582
PE42-07 MCAH Title V (July-Sept)	4,637	0	4,637
PE42-08 MCAH Title V (Oct-June)	13,910	0	13,910
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	773	0	773
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	2,318	0	2,318
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	8,619	0	8,619
PE44-01 SBHC Base	60,000	0	60,000
PE44-02 SBHC - Mental Health Expansion	40,000	-12,220	27,780
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	0	0	0
PE46-03 RH Community Participation & Access (State Funds)	12,001	0	12,001

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR      Zip Code: 97836		<b>2) Issue Date</b> October 09, 2020	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020		
<b>4) OHA Public Health Funds Approved</b>				
<b>Program</b>		Award Balance	Increase/ (Decrease)	New Award Bal
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)		469	0	469
PE51-01 LPHA Leadership, Governance and Program Implementation		19,099	0	19,099
		314,199	-12,220	301,979
<b>5) Foot Notes:</b>				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE01-04	1	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020. Must submit a budget and narrative within 30 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from FY20 to FY21. R/E report due by August 20, 2020.		
PE01-05	1	6/2020: LPHA must use budget guidance and submit budget plan within 60 days of receiving award.		
PE12-02	1	4/2020: SFY20 COVID-19 Funding 3/21/2020-6/30/2020. Must submit a budget and narrative within 60 days of award using OHA-PHD provided format. Unspent funds may be eligible for carry forward from SFY20 to SFY21. R/E report due by August 20, 2020.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		
PE51-01	1	9/2019: Funding is for period of October 1, 2019-June 30, 2020		
<b>6) Comments:</b>				
PE01-04	3/2020: SFY20 COVID-19 Funding 1/21/2020-6/30/2020			
PE01-04	9/2020a: SFY20 Move funds from State Funds to Federal CARES Act funds			
PE01-04	9/2020b: Rollover \$16,892.27 of unspent SFY20 award to SFY21			

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR Zip Code: 97836	<b>2) Issue Date</b> October 09, 2020	<b>This Action</b> AMENDMENT FY 2020	
		<b>3) Award Period</b> From July 1, 2019 Through June 30, 2020	
<b>4) OHA Public Health Funds Approved</b>			
<b>Program</b>	<b>Award Balance</b>	<b>Increase/ (Decrease)</b>	<b>New Award Bal</b>
PE01-04 9/2020c: Move \$4,385.56 of SFY20 award from federal funds (CARES Act) to state funds to cover reported indirect charges, indirect charges are unallowable for CARES Act funding. PE01-05 6/2020: Funding period is 3/27/2020-12/30/2020. Unspent funds from SFY20 are eligible for carry forward to SFY21 after submitting FY20 Q4 Revenue & Expenditure report. PE01-05 9/2020: Rollover \$111,948.00 of unspent SFY20 award to SFY21 PE12 11/2019: \$2,008 award increase for scholarship funding for Oregon Prepared or OR-Epi PE12-02 4/2020: PHEP COVID-19 Funding 3/21/2020-6/30/2020. Unspent SFY20 funds may be carried over to SFY21. PE12-02 9/2020: Rollover \$19,991.88 of unspent SFY20 award to SFY21 PE13-01 8/2019: Amending to add 2 months of funding (total award is now for July-November 2019) PE13-01 10/2019: Amending award to ICAA Tier \$7,500 for SFY20, all previous footnotes and comments are void and replaced by this one PE13-01 12/2019: Amending award total to \$19,870 for SFY20 all previous footnotes are void and replaced by this one. PE44-02 7/2019: MH Expansion funding increase PE44-02 10/2020: Rollover \$12,220.33 of unspent SFY20 award to SFY21 PE46-02 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04 PE46-03 7/2019: State Funding for July 15, 2019 – June 30, 2020 PE46-04 7/2019: Federal Funding for July 1 – July 14, 2019 only PE51-01 10/2019: Moving \$2,000 of funds from PE51-01 to NCPHD PE51-02 to support collaborative work PE51-01 1/2020: \$1,000 increase is a revision of 10/2019 amendment to split amount over current SFY and SFY21 PE51-01 9/2020: Rollover \$4,333.84 of unspent SFY20 award to SFY21			
<b>7) Capital outlay Requested in this Action:</b> Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
<b>PROGRAM</b>	<b>ITEM DESCRIPTION</b>	<b>COST</b>	<b>PROG APPROV</b>

**Attachment B**  
**Financial Assistance Award (FY21)**

Page 1 of 4

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR    Zip: 97836-7328		<b>2) Issue Date</b> Thursday, October 1, 2020	<b>This Action</b> Existing Award  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$14,354.00	\$0.00	\$14,354.00
PE01-04	COVID19 Response	\$16,892.27	\$0.00	\$16,892.27
PE01-05	COVID-19 Local Active Monitoring	\$635,474.22	\$0.00	\$635,474.22
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$65,873.00	\$0.00	\$65,873.00
PE12-02	COVID-19 Response	\$19,991.88	\$0.00	\$19,991.88
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$7,500.00	\$0.00	\$7,500.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$1,890.00	\$0.00	\$1,890.00
PE42-04	MCAH Babies First! General Funds	\$6,044.00	\$0.00	\$6,044.00
PE42-06	MCAH General Funds & Title XIX	\$3,548.00	\$0.00	\$3,548.00
PE42-11	MCAH Title V	\$18,366.00	\$0.00	\$18,366.00
PE42-12	MCAH Oregon Mothers Care Title V	\$3,441.00	\$0.00	\$3,441.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$8,455.00	\$0.00	\$8,455.00
PE43-06	CARES Flu	\$8,249.00	\$0.00	\$8,249.00
PE44-01	SBHC Base	\$60,000.00	\$0.00	\$60,000.00

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		<b>2) Issue Date</b> Thursday, October 1, 2020	<b>This Action</b> Existing Award  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE44-02	SBHC - Mental Health Expansion	\$40,000.00	\$12,220.33	\$52,220.33
PE46-05	RH Community Participation & Assurance of Access	\$12,470.00	\$0.00	\$12,470.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$36,910.84	\$0.00	\$36,910.84
		\$959,459.21	\$12,220.33	\$971,679.54
<b>5) Foot Notes:</b>				
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.			
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.			
<b>6) Comments:</b>				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			



State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b>		<b>2) Issue Date</b>	<b>This Action</b>	
Name: Morrow County		Thursday, October 1, 2020	Existing Award	
Street: 110 N Court Street			FY 2021	
City: Heppner		<b>3) Award Period</b>		
State: OR Zip: 97836-7328		From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-04	9/2020: Rollover of unspent award from SFY20			
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$111,948 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b Case Investigation FFS 4/4-8/31/20 \$523,526.22			
PE12	08/2020: Amending to revise PE12 language			
PE12-02	9/2020: Rollover of unspent SFY20 funds, award must be spent by 03/15/2021			
PE13-01				
PE42-03				
PE42-04				
PE42-06				
PE42-11				

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Morrow County  Street: 110 N Court Street City: Heppner State: OR Zip: 97836-7328		<b>2) Issue Date</b> Thursday, October 1, 2020		<b>This Action</b> Existing Award
				FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02	10/2020: Roll over of unspent funds from SFY20 - \$12,220.33			
PE46-05				
PE51-01	9/2020: SFY21 Rollover unspent funds from FY20 to FY21			

**7) Capital outlay Requested in this action:**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	



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

(For BOC Use)  
Item #  
**4d**

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

Presenter at BOC: Mike Gorman  
Department: Assessment & Tax  
Short Title of Agenda Item:

Phone Number (Ext): 541-676-5607  
Requested Agenda Date: 12-2-20

(No acronyms please) **Tax Refund**

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

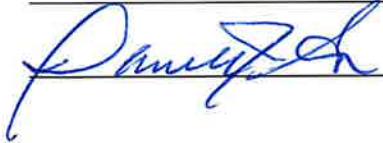
Does the contract amount exceed \$5,000?    ☐ Yes    ☒ No

Reviewed By:

Mike Gorman    11/27/20    Department Director

DATE

Required for all BOC meetings

    11/30/2020    Administrator

DATE

Required for all BOC meetings

\_\_\_\_\_  
County Counsel

DATE

\*Required for all legal documents

\_\_\_\_\_  
Finance Office

DATE

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
Human Resources

DATE

\*If appropriate

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

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

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

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

This is a refund to the Port of Morrow. The reason for the refund is we had portions of two tax lots taxable due to a lease. The lease had not been exercised yet and therefore those portions should have remained exempt.

**2. FISCAL IMPACT:**

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

Sign refund.

☒ Attach additional background documentation as needed.

APPLICATION FOR REFUND  
MORROW COUNTY, OREGON

No. 20-79  
Tax Year 2020-21  
Acct. # 4278,4282

Owner & Refund to :

Port of Morrow  
PO Box 200  
Boardman, Oregon 97818-0200

Tax Payer:

Port of Morrow  
PO Box 200  
Boardman, Oregon 97818-0200

Receipt # 265143

Date paid 11/16/2020

Int. date

**Acct 4278**

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
-78,360.51	78,360.51	-2,350.82	76,009.69	74,888.81	-2,246.66	72,642.15	3,471.70	-104.16	3,367.54	0.00	3,367.54

**Acct 4282**

Original Tax	Tax Credit	Disc/Int. Pd	Actual Paid	Revised Tax	Rev Dis/Int	Net Revised	Tax Diff.	Int/Dis Diff	Tax Refund	Ref. Int.	Total Refund
81,026.36	81,026.36	-2,430.79	78,595.57	79,454.21	-2,383.63	77,070.58	1,572.15	-47.16	1,524.99	0.00	1,524.99

Reason: Returned Land value to exempt

Total Refund 4,892.53

Approved: \_\_\_\_\_ 2020

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

699-699-5-70-7075

  
Michael Gorman, Tax Collector

Date

11-27-20

Building up moments.

**MASTERTENT®**

4e

Morrow County Health Department  
Vickie Turrell  
110 N Court St  
Heppner, OR 97836  
e-mail: vturrell@co.morrow.or.us  
Tel.: 541-676-5421

Customer Code  
6525

UZ - 2020 - 3876

Charlotte, 11/30/2020

## SALES QUOTE - MASTERTENT

Ms Vickie Turrell,

Thank you for your request and interest in our MASTERTENT products. We are pleased to provide you with this sales quote and excited at the potential of working with you. MASTERTENT canopy tents have innovative features and are extremely robust. They're designed in Italy to outperform the demands of daily use around the world. Easy, 60-second set-up with no additional tools and no loose parts. Also, we stand behind MASTERTENT products with industry leading warranties and certifications.

Code	Description	Quantity	Unit price	Disc. %	Net amount
309743	MASTERTENT S1 Frame 26x13ft (8x4m) / Silver	4 PC	2,999.00	30,00	8,397.20
3020510	MASTERTENT S1 Roof 26x13ft (8x4m) / Dk Blue *Ready for Thermal Print*	4 PC	1,999.00	30,00	5,597.20
3T-DR20	MASTERTENT Thermal Print Service - Roof(s) per Meter <sup>2</sup> (10 ft <sup>2</sup> ) - 2020 Promotion	12 M2	199.00	30,00	1,671.60
302232	MASTERTENT S1 Sidewall 13ft (4m) / Closed / Dk Blue	12 PC	329.00	30,00	2,763.60
302341	MASTERTENT S1 Sidewall 13ft (4m) / Roll-up Door / Dk Blue	4 PC	399.00	30,00	1,117.20
3ET	<b>Internal 13ft separation wall with door. Dk blue</b>	4 PC	619.00	30,00	1,733.20
314668	Electric heater complete Term 2000 / USA / 1,5KW / IP44 / 120V 60Hz / silver	8 PC	599.00	30,00	3,354.40
301902	MASTERTENT Transport Wheels [for New Gen. S1 +S2 Tents] / 2-Set	4 PC	99.00	30,00	277.20
309163	MASTERTENT Base Weight 60lbs. (28kg)	24 PC	199.00	30,00	3,343.20
309813	MASTERTENT LED Light Kit 60W / 4-Set: Dimmable Floorlight Bars	8 PC	399.00	30,00	2,234.40
Subtotal					\$ 30,489.20
Total before Sales Tax					\$ 30,489.20
+ Shipping					\$ 199.00

Building up moments.

**MASTERTENT®**

UZ - 2020 - 3876

Delivery time: approx.  
Payment term: Prepayment  
Valid until: 12/30/2020  
Shipping: Carriage Paid transport calculated

If you need further information or have any questions, please don't hesitate to contact us. We look forward to hearing from you.

Best regards,

Shane Booth  
Tel. 704.312.1600  
Fax. 704.312.1610  
E-mail [shane.booth@mastertent.com](mailto:shane.booth@mastertent.com)

Sales Quote Acceptance

This Sales Quote can be accepted by email response or returning a signed copy.

  
Accepting signature

  
Printed Name

  
Date





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

(For BOC Use)  
Item #

5b

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

Presenter at BOC: Kate Knop  
Department: Finance  
Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 5302  
Requested Agenda Date: 12/02/2020

State of Oregon Grant Agreement No. 2529 - Coronavirus Relief Fund

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity: Oregon Department of Administrative Services

Contractor/Entity Address: 155 Cottage Street NE, Salem, OR 97301

Effective Dates – From: March 1, 2020

Through: December 30, 2020

Total Contract Amount: \$601,787.00

Budget Line: 540-540-3-30-3575

Does the contract amount exceed \$5,000? ☒ Yes ☐ No

Reviewed By:

 11/30/20 Department Director  
DATE

Required for all BOC meetings

 11/30/20 Administrator  
DATE

Required for all BOC meetings

\_\_\_\_\_  
DATE County Counsel

\*Required for all legal documents

\_\_\_\_\_  
DATE Finance Office

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
DATE Human Resources

\*If appropriate

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

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

# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

**(Page 2 of 2)**

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

The State of Oregon acting by and through the Department of Administrative Services is providing funds to Morrow County through the Coronavirus Relief Fund for eligible costs incurred during the Performance Period of March 1, 2020 through December 30, 2020, as described in detail in Exhibit A.

Grantee will represent and warrant that the Grant Funds will be used only to cover those costs of business sub-grantees that: 1) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; 2) were not accounted for in Morrow County's budget most recently approved as of March 27, 2020; and 3) were, or are, incurred during the Performance Period. Additionally, Grantee will disburse only to businesses that meet all the following minimum eligibility requirements;

- 1) The business is headquartered in Oregon and has its principal operations in Oregon.
- 2) If required by law, the business must be registered with the Oregon Secretary of State.
- 3) Either the business is for-profit or a 501(c)(3) tax-exempt entity under the IRS Code.
- 4) The business incurred necessary expenditures due to COVID-19 during the Performance Period.

The Grant outlines businesses that are ineligible to apply or receive funding under this program on page 11 of the agreement.

The agreement allows Morrow County to cover Direct Administrative costs up to 5% of the Grant Funds awarded under this Grant.

No later than January 5, 2021, Grantee is required to provide a final report to OR DAS as detailed on page 12 and 13 in Exhibit A.

Exhibit E outlines the Equity in Grant Access as encouraged by OR DAS, with Marketing and Outreach suggestions.

## **2. FISCAL IMPACT:**

Morrow County is eligible to receive Grant Funds up to \$601,787.00 for eligible Project Costs through December 30, 2020. These are Federal Funds subject to the Single Audit and reportable under CFDA number 21.019.

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

Recommend approval and signing of the CFR Grant Agreement No. 2529 between the State of Oregon acting through its Department of Administrative Services and Morrow County.

☒ Attach additional background documentation as needed.

## **STATE OF OREGON GRANT AGREEMENT**

Grant No. 2529

This Grant Agreement (“Grant”) is between the State of Oregon acting by and through its Department of Administrative Services (“Agency”) and Morrow County (“Grantee”), each a “Party” and, together, the “Parties”.

### **SECTION 1: AUTHORITY**

Pursuant to funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and as allocated to Agency by the Oregon Emergency Board, Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Grant.

### **SECTION 2: PURPOSE**

Section 5001 of the CARES Act provides funds to state, local and tribal governments through the Coronavirus Relief Fund to be used for expenditures incurred due to COVID-19 during the period of March 1, 2020 through December 30, 2020 (the “Performance Period”). This Grant governs the disbursement of funds from the Coronavirus Relief Fund to Grantee for the Performance Period to reimburse the costs of the activities described in Exhibit A.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of March 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on December 30, 2020.

### **SECTION 4: GRANT MANAGERS**

#### **4.1 Agency’s Grant Manager is:**

Gerold Floyd  
Department of Administrative Services  
Attention: Coronavirus Relief Fund  
155 Cottage Street NE, Salem, OR 97301  
Phone: 503-378-2709  
Email: CoronavirusReliefFund@Oregon.gov

**4.2** Grantee's Grant Manager is:

Name: Kate Knop  
Address: PO Box 867, Heppner, OR 97836  
Phone: 541-676-5615  
Email: kknop@co.morrow.or.us

**4.3** A Party may designate a new Grant Manager by written notice to the other Party.

## **SECTION 5: PROJECT ACTIVITIES**

To receive funds under this Grant, Grantee must perform the project activities set forth in Exhibit A (the "Project"), attached hereto and incorporated in this Grant by this reference, during the Performance Period.

## **SECTION 6: GRANT FUNDS**

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to an amount not to exceed \$601,787.00 (the "Grant Funds") for eligible Project costs incurred during the Performance Period. Agency will pay the Grant Funds from monies available through the Coronavirus Relief Fund ("Funding Source").

## **SECTION 7: DISBURSEMENT GENERALLY**

**7.1 Disbursement.** Agency will disburse Grant Funds to Grantee in a single disbursement within five business days of the Executed Date.

**7.2 Conditions Precedent to Disbursement.** Agency's obligation to disburse Grant Funds to Grantee under this Grant is subject to satisfaction of each of the following conditions precedent:

**7.2.1** Agency has received sufficient funding, appropriations, expenditure limitation, allotments or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;

**7.2.2** No default as described in Section 13 has occurred; and

**7.2.3** Grantee's representations and warranties set forth in Section 8 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

**7.3 No Duplicate Payment.** Grantee may use other funds in addition to the Grant Funds to complete the Project; provided, however, funds received pursuant to this Grant are not used for expenditures for which a local government entity has received any other supplemental funding (whether state,

federal or private in nature) for that same expense unless otherwise authorized by Agency in writing.

## **SECTION 8: REPRESENTATIONS AND WARRANTIES**

### **8.1 Organization/Authority.** Grantee represents and warrants to Agency that:

- 8.1.1** Grantee is a local government duly organized and validly existing;
- 8.1.2** Grantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Grant, (ii) incur and perform its obligations under this Grant, and (iii) receive financing, including the Grant Funds, for the Project;
- 8.1.3** This Grant has been duly executed by Grantee and when executed by Agency, constitutes a legal, valid and binding obligation of Grantee enforceable in accordance with its terms;
- 8.1.4** If applicable and necessary, the execution and delivery of this Grant by Grantee has been authorized by an ordinance, order or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 8.1.5** There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially adversely affect the Project or the ability of Grantee to carry out the Project.

### **8.2 False Claims Act.** Grantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) made by (or caused by) Grantee that pertains to this Grant or to the Project. Grantee certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Grantee further acknowledges in addition to the remedies under Section 14, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Grantee.

### **8.3 No limitation.** The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

## **SECTION 9: INDEMNITY/LIABILITY**

### **9.1 Indemnity.** Subject to the limitations of Article XI, § 10, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), Grantee must defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorneys’ fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, contractors, subcontractors, or agents under this Grant (each of the foregoing individually or collectively a “Claim” for purposes of this Section).

- 9.2 Defense.** Grantee may have control of the defense and settlement of any Claim subject to this Section. But neither Grantee nor any attorney engaged by Grantee may defend the Claim in the name of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon. Nor may Grantee settle any Claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event the State of Oregon determines Grantee is prohibited from defending the State of Oregon, or is not adequately defending the State of Oregon's interests, or an important governmental principle is at issue and the State of Oregon desires to assume its own defense. Grantee may not use any Grant Funds to reimburse itself for the defense of or settlement of any Claim.
- 9.3 Limitation.** Except as provided in this Section, neither Party will be liable for incidental, consequential, or other direct damages arising out of or related to this Grant, regardless of whether the damages or other liability is based in contract, tort (including negligence), strict liability, product liability or otherwise. Neither Party will be liable for any damages of any sort arising solely from the termination of this Grant in accordance with its terms.

## **SECTION 10: INSURANCE**

As a "public body" as defined in ORS 30.260, Grantee agrees to insure any obligations that may arise for Grantee under this Grant, including any indemnity obligations, through (i) the purchase of insurance as indicated in Exhibit B; or (ii) the use of self-insurance or assessments paid under ORS 30.282 that is substantially similar to the types and amounts of insurance coverage indicated on Exhibit B; or (iii) a combination of any or all of the foregoing.

## **SECTION 11: GOVERNING LAW, JURISDICTION**

This Grant is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Grantee that arises from or relates to this Grant must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS GRANT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

## SECTION 12: ALTERNATIVE DISPUTE RESOLUTION

The Parties should attempt in good faith to resolve any dispute arising out of this Grant. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Grant. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. Each Party will bear its own costs incurred for any mediation or non-binding arbitration.

## SECTION 13: DEFAULT

- 13.1 Grantee.** Grantee will be in default under this Grant upon the occurrence of any of the following events:
- 13.1.1** Grantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe or discharge any of its covenants, agreements or obligations under this Grant;
  - 13.1.2** Any representation, warranty or statement made by Grantee in this Grant or in any documents or reports relied upon by Agency to measure the Project, the expenditure of Grant Funds or the performance by Grantee is untrue in any material respect when made; or
  - 13.1.3** A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding-up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.
- 13.2 Agency.** Agency will be in default under this Grant if, after 15 days written notice specifying the nature of the default, Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Grant; provided, however, Agency will not be in default if Agency fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the Funding Source.

## SECTION 14: REMEDIES

- 14.1 Agency Remedies.** In the event Grantee is in default under Section 13.1, Agency may, at its option, pursue any or all of the remedies available to it under this Grant and at law or in equity, including, but not limited to: (i) termination of this Grant under Section 16.2, (ii) reducing or withholding payment for Project activities or materials that are deficient or Grantee has failed to complete by any scheduled deadlines, (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Grant, (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (v) exercise of its right of recovery of overpayments under Section 15 of this Grant or setoff,

or both, or (vi) declaring Grantee ineligible for the receipt of future awards from Agency. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 14.2 Grantee Remedies.** In the event Agency is in default under Section 13.2 and whether or not Grantee elects to terminate this Grant, Grantee's sole monetary remedy will be, within any limits set forth in this Grant, reimbursement of Project activities completed and accepted by Agency and authorized expenses incurred, less any claims Agency has against Grantee. In no event will Agency be liable to Grantee for any expenses related to termination of this Grant or for anticipated profits.

## **SECTION 15: WITHHOLDING FUNDS, RECOVERY**

Agency may withhold from disbursements of Grant Funds due to Grantee, or Grantee must return to Agency within 30 days of Agency's written demand:

- 15.1** Any Grant Funds paid to Grantee under this Grant, or payments made under any other agreement between Agency and Grantee, that exceed the amount to which Grantee is entitled;
- 15.2** Any Grant Funds received by Grantee that remain unexpended or contractually committed for payment of the Project at the end of the Performance Period;
- 15.3** Any Grant Funds determined by Agency or the U.S. Department of the Treasury to be spent for purposes other than allowable Project activities; or
- 15.4** Any Grant Funds requested by Grantee as payment for deficient activities or materials.

## **SECTION 16: TERMINATION**

- 16.1 Mutual.** This Grant may be terminated at any time by mutual written consent of the Parties.
- 16.2 By Agency.** Agency may terminate this Grant as follows:
  - 16.2.1** At Agency's discretion, upon 30 days advance written notice to Grantee;
  - 16.2.2** Immediately upon written notice to Grantee, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Grant;
  - 16.2.3** Immediately upon written notice to Grantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that Agency's performance under this Grant is prohibited or Agency is prohibited from funding the Grant from the Funding Source; or
  - 16.2.4** Immediately upon written notice to Grantee, if Grantee is in default under this Grant and such default remains uncured 15 days after written notice thereof to Grantee.



**16.3 By Grantee.** Grantee may terminate this Grant as follows:

- 16.3.1** Immediately upon written notice to Agency, if Grantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Grant.
- 16.3.2** Immediately upon written notice to Agency, if applicable laws, rules, regulations or guidelines are modified or interpreted by a court in such a way that the Project activities contemplated under this Grant are prohibited by law or Grantee is prohibited from paying for the Project from the Grant Funds or other planned Project funding; or
- 16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Grant and such default remains uncured 15 days after written notice thereof to Agency.

## **SECTION 17: MISCELLANEOUS**

- 17.1 Conflict of Interest.** Grantee by signature to this Grant declares and certifies the award of this Grant and the Project activities to be funded by this Grant, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer or employee of Grantee.
- 17.2 Nonappropriation.** Agency's obligation to pay any amounts and otherwise perform its duties under this Grant is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Grant. Nothing in this Grant may be construed as permitting any violation of Article XI, Section 7, of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.
- 17.3 Amendments.** The terms of this Grant may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.
- 17.4 Notice.** Except as otherwise expressly provided in this Grant, any notices to be given under this Grant must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Grant, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 17.5 Survival.** All rights and obligations of the Parties under this Grant will cease upon termination of this Grant, other than the rights and obligations arising under Sections 9, 11, 12, 14, 15 and subsections 17.5 and 17.13 hereof and those rights and obligations that by their express terms survive termination of this Grant; provided, however, termination of this Grant will not prejudice any rights or obligations accrued to the Parties under this Grant prior to termination.
- 17.6 Severability.** The Parties agree if any term or provision of this Grant is declared by a court of

competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Grant did not contain the particular term or provision held to be invalid.

- 17.7 Counterparts.** This Grant may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Grant so executed constitutes an original.
- 17.8 Compliance with Law.** In connection with their activities under this Grant, the Parties must comply with all applicable federal, state and local laws.
- 17.9 Intended Beneficiaries.** Agency and Grantee are the only parties to this Grant and are the only parties entitled to enforce its terms. Nothing in this Grant provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Grant.
- 17.10 Assignment and Successors.** Grantee may not assign or transfer its interest in this Grant without the prior written consent of Agency and any attempt by Grantee to assign or transfer its interest in this Grant without such consent will be void and of no force or effect. Agency's consent to Grantee's assignment or transfer of its interest in this Grant will not relieve Grantee of any of its duties or obligations under this Grant. The provisions of this Grant will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 17.11 Contracts and Subgrants.** Grantee may enter into contracts or subgrants for any of the Project activities required of Grantee under this Grant, however Grantee is required to communicate subgrantee information to Agency in such a manner and timing as prescribed by Agency that Agency considers necessary to fulfill its federal reporting obligations.
- 17.12 Time of the Essence.** Time is of the essence in Grantee's performance of the Project activities under this Grant.
- 17.13 Records Maintenance and Access.** Grantee must maintain all financial records relating to this Grant in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Grant in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Grant, are collectively referred to as "Records." Grantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Grant, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant, whichever date is later.
- 17.14 Headings.** The headings and captions to sections of this Grant have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this

Grant.

**17.15 Grant Documents.** This Grant consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Grant less all exhibits
- Exhibit A (The Project)
- Exhibit C (Federal Terms and Conditions)
- Exhibit B (Insurance)
- Exhibit D (Federal Award Identification)
- Exhibit E (Equity in Grant Access)

**17.16 Merger, Waiver.** This Grant and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant. No waiver or consent under this Grant binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

**17.17 Real Property.** If the Project includes the acquisition, construction, remodel or repair of real property or improvements to real property, and if such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Grant Funds provided by section 601(d) of the Social Security Act.

**The signatures of the parties follow on the next page.**

## SECTION 18: SIGNATURES

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS GRANT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Grant electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Grant, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Grant as of the dates set forth below.

### STATE OF OREGON acting by and through its Department of Administrative Services

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

#### Morrow County

By: \_\_\_\_\_  
Authorized Signature

December 2, 2020  
Date

Melissa Lindsay  
Printed Name

Chair, Board of Commissioners  
Title

93-6002308  
Federal Tax ID Number

010741189  
DUNS Number

### Approved for Legal Sufficiency in accordance with ORS 291.047

By: Samuel B. Zeigler  
Senior Assistant Attorney General  
Oregon Department of Justice

by email dated 11/24/2020  
Date

## EXHIBIT A THE PROJECT

### SECTION I. PROJECT DESCRIPTION

Subject to the eligibility requirements of 42 U.S.C. § 801 and any implementation guidance from the U.S. Department of the Treasury, including, without limitation, the guidance identified in Section II below, Grantee will use the Grant Funds to disburse grants to businesses as described more particularly in this Exhibit A and Exhibit E. Grantee represents and warrants that the Grant Funds will be used only to cover those costs of business subgrantees that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in Grantee's budget most recently approved as of March 27, 2020; and (3) were, or are, incurred during the Performance Period. Grantee may not use any Grant Funds to prepay or otherwise cover Grantee-mandated business fees before awarding a grant to an eligible business.

Grantee will disburse Grant Funds only to businesses that meet all of the following minimum **eligibility** requirements; only one application may be submitted per business:

1. The business is headquartered in Oregon and has its principal operations in Oregon.
2. If required by Oregon law to be registered with the Oregon Secretary of State to do business in Oregon, the business is so registered.
3. The business is either for-profit or an entity tax-exempt under section 501(c)(3) of the Internal Revenue Code.
4. During the Performance Period, the business incurred necessary expenditures due to the COVID-19 public health emergency.

The following businesses are **ineligible** to apply for or receive funding under the Program:

1. Passive real estate holding companies and entities holding passive investments.
2. Non-profit entities that do not have federal 501(c)(3) status.
3. Businesses that experience a decline in revenues for reasons other than those caused by the COVID-19 pandemic (e.g. seasonal or cyclical businesses cycles).
4. Businesses that are delinquent on federal, state or local taxes that were due on or before the date of application.
5. Businesses that do not comply with all federal, state and local laws and regulations.
6. Businesses that have closed and do not intend to reopen.

### Award Amount

Grantee's grant awards to eligible businesses shall be in amounts determined by Grantee.

### Program Access

Agency intends that the Grant Funds are made accessible to all Oregonians. Accordingly, Agency strongly encourages Grantee to market its grant program and seek subgrantees based on the recommendations set forth in Exhibit E, Equity in Grant Access.

## SECTION II. U.S. Treasury Guidelines and Answers to FAQs

Agency will disburse Grant Funds only for eligible costs incurred by Grantee for the Performance Period and in accordance with criteria and guidance established by US Treasury:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

Additionally, the US Treasury has provided answers to frequently asked questions regarding eligible costs under the Coronavirus Relief Fund:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

**Direct Administrative Costs Allowed.** Grantee's administrative costs directly attributable to the administration of its grant program funded by this Grant can be reimbursed or otherwise paid with Grant Funds. Such direct administrative costs shall not exceed 5% of the Grant Funds awarded under this Grant.

**Indirect Costs Not Allowed.** In accordance with U.S. Treasury guidance, Grantee shall not reimburse or otherwise pay any of its indirect costs with Grant Funds. The information described in this paragraph overrides any other verbal or written rate(s) or information provided by Agency.

## SECTION III. REPORTING REQUIREMENTS

No later than January 5, 2021, Grantee shall provide Agency a final report on the following:

1. Total use of Grant Funds;
2. Total number of applicants and beneficiaries; and
3. For each beneficiary that Grantee awards a grant:
  - a. A short description of the beneficiary's business, including business entity type, industry, number of employees and length of operating history; and
  - b. The demographic information reported on the voluntary demographic questionnaire by owners of each beneficiary business.

Additionally, no later than January 5, 2021, for the period October 1, 2020 to December 30, 2020, Grantee shall report the following information, as applicable, to Agency:

- a. Amount spent on administrative expenses;
- b. Amount spent on budgeted personnel and services diverted to a substantially different use;
- c. Amount spent to COVID-19 testing and contract tracing;
- d. Amount spent on economic support (other than small business, housing, and food assistance);
- e. Amount spent on expenses associated with the issuance of tax anticipation notes;
- f. Amount spent on facilitating distance learning;
- g. Amount spent on food programs;
- h. Amount spent on housing support;
- i. Amount spent to improve telework capabilities of public employees;
- j. Amount spent on medical expenses;

**DAS GRANT #2529 – Coronavirus Relief Fund**

- k. Amount spent on nursing home assistance;
- l. Amount spent on payroll for public health and safety employees;
- m. Amount spent on personal protective equipment;
- n. Amount spent on public health expenses;
- o. Amount spent on small business assistance;
- p. Amount spent on unemployment benefits;
- q. Amount spent on workers' compensation;
- r. Amount spent on items not listed above; and
- s. The primary place of performance of this Project.

The requirements of this Section III survive termination of this Grant.

## EXHIBIT B INSURANCE

### INSURANCE REQUIREMENTS

Grantee must obtain at Grantee's expense, and require its first tier contractors and subgrantees, if any, to obtain the insurance specified in this exhibit prior to performing under this Grant, and must maintain it in full force and at its own expense throughout the duration of this Grant, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Grantee must obtain and require its first-tier contractors and subgrantees, if any, to obtain the following insurance from insurance companies or entities acceptable to Agency and authorized to transact the business of insurance and issue coverage in Oregon. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of professional liability and workers' compensation. Grantee must pay and require its first-tier contractors and subgrantees to pay, if any, for all deductibles, self-insured retention and self-insurance, if any.

### WORKERS' COMPENSATION

All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subgrantees, contractors, and subcontractors complies with these requirements. If Grantee is a subject employer, as defined in ORS 656.023, Grantee shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Grantee is an employer subject to any other state's workers' compensation law, Grantee shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000, and shall require and ensure that each of its out-of-state subgrantees, contractors, and subcontractors complies with these requirements.

### COMMERCIAL GENERAL LIABILITY

☒ Required ☐ Not required

Commercial general liability insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit may not be less than \$2,000,000.

### AUTOMOBILE LIABILITY INSURANCE

☒ Required ☐ Not required

Automobile liability insurance covering Grantee's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the commercial general liability insurance (with separate limits for commercial general liability and automobile liability). Use



of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

### **PROFESSIONAL LIABILITY**

☐ Required ☒ Not required

Professional liability insurance covering any damages caused by an error, omission or any negligent acts related to the activities performed under this Grant by the Grantee and Grantee's contractors, subgrantees, agents, officers or employees in an amount not less than \$\_\_\_\_\_ per claim. Annual aggregate limit may not be less than \$\_\_\_\_\_. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months must be included in the professional liability insurance coverage, or the Grantee must provide tail coverage as stated below.

### **NETWORK SECURITY AND PRIVACY LIABILITY**

☐ Required ☒ Not required

Grantee must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which Grantee (or its business associates, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$\_\_\_\_\_ per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information ("PII"), payment card data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

### **POLLUTION LIABILITY**

☐ Required ☒ Not required

Pollution liability insurance covering Grantee's or appropriate contractor or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related cleanup costs incurred by Grantee, all arising out of the Project activities (including transportation risk) performed under this Grant is required. Combined single limit per occurrence may not be less than \$\_\_\_\_\_. Annual aggregate limit may not be less than \$\_\_\_\_\_.

An endorsement to the commercial general liability or automobile liability policy, covering Grantee's, contractor, or subgrantee's liability for bodily injury, property damage and environmental damage resulting from sudden, accidental, or gradual pollution and related clean-up costs incurred by Grantee that arise from the Project activities (including transportation risk) performed by Grantee under this Grant is also acceptable.

### **DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY**

☐ Required ☒ Not required

Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$\_\_\_\_\_ per claim.

**CRIME PROTECTION COVERAGE: EMPLOYEE DISHONESTY or FIDELITY BOND**

☐ Required ☒ Not required

Employee dishonesty or fidelity bond covering loss of money, securities and property caused by dishonest acts of Grantee's employees. Coverage limits may not be less than \$\_\_\_\_\_.

**PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE**

☐ Required ☒ Not required

Abuse and molestation insurance in a form and with coverage satisfactory to the State covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Grantee, its contractors, subcontractors or subgrantees ("Covered Entity") is responsible including but not limited to any Covered Entity's employees and volunteers. Policy endorsement's definition of an insured must include the Covered Entity and its employees and volunteers. Coverage must be written on an occurrence basis in an amount of not less than \$\_\_\_\_\_ per occurrence. Any annual aggregate limit may not be less than \$\_\_\_\_\_. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. The limits must be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, must be treated as a separate occurrence for each victim. Coverage must include the cost of defense and the cost of defense must be provided outside the coverage limit.

**EXCESS/UMBRELLA INSURANCE**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED**

All liability insurance, except for workers' compensation, professional liability, and network security and privacy liability (if applicable), required under this Grant must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Grantee's activities to be performed under this Grant. Coverage must be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Grantee's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

**WAIVER OF SUBROGATION**

Grantee waives, and must require its first tier contractors and subgrantees waive, rights of subrogation which Grantee, Grantee's first tier contractors and subgrantees, if any, or any insurer of Grantee may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Grantee must obtain, and require its first tier contractors and subgrantees to obtain, any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Grantee or the Grantee's insurer(s).

## **TAIL COVERAGE**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Grantee must maintain, and require its first tier contractors and subgrantees, if any, maintain, either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Grant, for a minimum of 24 months following the later of (i) Grantee's completion and Agency's acceptance of all Project activities required under this Grant, or, (ii) Agency or Grantee termination of Grant, or, iii) the expiration of all warranty periods provided under this Grant.

## **CERTIFICATE(S) AND PROOF OF INSURANCE**

If Grantee is self-insured for any of the Insurance Requirements specified in Exhibit B of this Agreement, Grantee may so indicate by submitting a certificate of insurance as required in this Exhibit B.

At Agency's request, Grantee must provide to Agency a Certificate(s) of Insurance for all required insurance. The Certificate(s) must list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) must also include all required endorsements or copies of the applicable policy language effecting coverage required by this Grant. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Grant. Grantee must furnish acceptable insurance certificates to: [CoronavirusReliefFund@oregon.gov](mailto:CoronavirusReliefFund@oregon.gov) or by mail to: Department of Administrative Services, Attention: Coronavirus Relief Fund, 155 Cottage Street NE, Salem, OR, 97301 prior to commencing the work.

## **NOTICE OF CHANGE OR CANCELLATION**

Grantee or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

## **INSURANCE REQUIREMENT REVIEW**

Grantee agrees to periodic review of insurance requirements by Agency under this Grant, and to provide updated requirements as mutually agreed upon by Grantee and Agency.

## **STATE ACCEPTANCE**

All insurance providers are subject to Agency acceptance. If requested by Agency, Grantee must provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this exhibit.

## EXHIBIT C

### FEDERAL TERMS AND CONDITIONS

#### 1. FEDERAL FUNDS

- 1.1. If specified below, Agency's payments to Grantee under this Grant will be paid in whole or in part by funds received by Agency from the United States Federal Government. If so specified then Grantee, by signing this Grant, certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government.

Payments ☒ will ☐ will not be made in whole or in part with federal funds.

- 1.2. In accordance with the Chief Financial Office's Oregon Accounting Manual, policy 30.40.00.104, Agency has determined:

☒ Grantee is a subrecipient      ☐ Grantee is a contractor      ☐ Not applicable

- 1.3. Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Grant: 21.019

#### 2. FEDERAL PROVISIONS

- 2.1. The use of all federal funds paid under this Grant are subject to all applicable federal regulations, including the provisions described below.
- 2.2. Grantee must ensure that any further distribution or payment of the federal funds paid under this Grant by means of any contract, subgrant, or other agreement between Grantee and another party for the performance of any of the activities of this Grant, includes the requirement that such funds may be used solely in a manner that complies with the provisions of this Grant.
- 2.3. Grantee must include and incorporate the provisions described below in all contracts and subgrants that may use, in whole or in part, the funds provided by this Grant.
- 2.4. Grantee must comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Grantee must inform subrecipients, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.

**In accordance with U.S. Treasury guidance – Grantee is subject to the following provisions, as applicable.**

If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to DAS.

For purposes of these provisions, the following definitions apply:

**"Contract"** means this Grant or any contract or subgrant funded by this Grant.

**"Contractor"** and **"Subrecipient"** and **"Non-Federal entity"** mean Grantee or Grantee's contractors or subgrantees, if any.

(A) 2 CFR §200.303 Internal Controls

(B) 2 CFR §§ 200.330 through 200.332 Subrecipient Monitoring and Management

(C) Subpart F – Audit Requirements of 2 CFR §§ 200.500 *et seq.*

- i. Contractor must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Contract and applicable state or federal law.
- ii. If Contractor receives federal awards in excess of \$750,000 in a fiscal year, Contractor is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
- iii. Contractor must save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Contract. Contractor acknowledges and agrees that any audit costs incurred by Contractor as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Contractor and State.

(D) System for Award Management. Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

### **3. ADDITIONAL FEDERAL REQUIREMENTS**

None.

**EXHIBIT D**  
**FEDERAL AWARD IDENTIFICATION**  
**(Required by 2 CFR 200.331(a))**

(i) Grantee Name: <i>(must match DUNS registration)</i>	Morrow County
(ii) Grantee's DUNS number:	010741189
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal award date: <i>(date of award to DAS by federal agency)</i>	March 27, 2020
(v) Grant period of performance start and end dates:	Start: March 1, 2020 End: December 30, 2020
(vi) Total amount of federal funds obligated by this Grant:	\$601,787.00
(vii) Total amount of federal funds obligated to Grantee by Agency, including this Grant:	\$1,154,412.46
(viii) Total Amount of Federal Award committed to Grantee by Agency: <i>(amount of federal funds from this FAIN committed to Grantee)</i>	\$1,154,412.46
(ix) Federal award project description:	Coronavirus Relief Fund
(x)	
a. Federal awarding agency:	U.S. Department of the Treasury
b. Name of pass-through entity:	Oregon Department of Administrative Services
c. Contact information for awarding official of pass-through entity:	Gerold Floyd, CoronavirusReliefFund@Oregon.gov
(xi) CFDA number, name, and amount:	Number: 21.019 Name: Coronavirus Relief Fund Amount: \$1,388,506,837.10
(xii) Is award research and development?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(xiii) Indirect cost rate:	Not allowed per U.S. Treasury guidance
(xiv) Is the 10% de minimis rate being used per §200.414?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

## **EXHIBIT E**

### **EQUITY IN GRANT ACCESS**

Agency intends that the Grant Funds be made accessible to all Oregonians, including members of historically underserved population groups (including, but not limited to, Asian, Pacific Islander, Black, Hispanic, Native American, Indigenous, members of Tribes and women).

Accordingly, Agency strongly encourages Grantee to implement its grant program so that it targets one or more of the following types of businesses:

- a. Businesses with less than 100 employees
- b. Businesses within rural areas
- c. Businesses that identify as minority-owned, women-owned, service-disabled veteran-owned, and emerging small businesses
- d. Nonprofit business entities owned by Black, Indigenous, Asian Pacific Islander and all other People of Color and/or women (or eligible nonprofits primarily serving these communities)

#### **MARKETING AND OUTREACH**

Additionally, Agency strongly encourages Grantee to conduct a robust marketing program that reaches out locally to businesses by:

- Utilizing program marketing and application materials provided by Agency and, when feasible, make such materials available in languages that are representative of the local population.
- Conducting a stepped marketing program that reaches out and markets to members of historically underserved population groups in advance of marketing to the general public. Attached to this Exhibit as Attachment 1 is a contact list of culturally specific organizations that are available to help Grantee implement its stepped marketing program. Agency encourages Grantee to contact and partner with one or more of these organizations in its marketing efforts.
- Using the State of Oregon's "Equity Framework in COVID-19 Response and Recovery" as a guide in the design of Grantee's grant program:

[https://www.oregon.gov/gov/policy/Documents/EquityFrameworkCovid19\\_2020.pdf](https://www.oregon.gov/gov/policy/Documents/EquityFrameworkCovid19_2020.pdf).

## **Attachment 1 to Exhibit E List of Culturally Specific Organizations**

1. Adelante Mujeres – Andrea Chunga-Celis, [achungacelis@adelantemujeres.org](mailto:achungacelis@adelantemujeres.org)
2. IRCO – Jenny Bremner, [jennyb@irco.org](mailto:jennyb@irco.org)
3. MESO – Stephanie Basalyga, [sbasalyga@mesopdx.org](mailto:sbasalyga@mesopdx.org)
4. The Urban League of Portland – Cinna’Mon Williams, [CWilliams@ulpdx.org](mailto:CWilliams@ulpdx.org)
5. Latino Built – Leanna Petrone, [Leanna@latinobuilt.org](mailto:Leanna@latinobuilt.org)
6. RDI – Jennifer Groth, [jgroth@rdiinc.org](mailto:jgroth@rdiinc.org)
7. Professional Business Development Group – Kenechi Onyeagusi, [kenechi@pbdgweb.com](mailto:kenechi@pbdgweb.com)
8. RAIN – Jennifer Damiani, [jennifer@scoutconsultants.com](mailto:jennifer@scoutconsultants.com)
9. EDCO –Brian Vierra, [brian@edcoinfo.com](mailto:brian@edcoinfo.com)
10. Huerto de la Familia – Marissa Zarate, [marissa@huertodelafamilia.org](mailto:marissa@huertodelafamilia.org)
11. A Greater Applegate – Seth Kaplan, [seth@agreaterapplegate.org](mailto:seth@agreaterapplegate.org)
12. Centro Cultural – Jonath Colon Montesi, [jcolon@centrocultural.org](mailto:jcolon@centrocultural.org)
13. High Desert Partnership – Brenda Smith, [director@highdesertpartnership.org](mailto:director@highdesertpartnership.org)
14. Micro Enterprise Resources Initiative and Training (MERIT) – Hugo Munez, [VISION2@meritnw.org](mailto:VISION2@meritnw.org)
15. Umatilla Electric Cooperative – Emily Cecil, [uecbrc@gmail.com](mailto:uecbrc@gmail.com)
16. Philippine American Chambers of Commerce – Jan Mason (PACCO), [janice.pacco@gmail.com](mailto:janice.pacco@gmail.com)
17. Black American Chamber of Commerce – Jesse Hyatt (BACC), [jesse.hyatt@blackamericanchamber.org](mailto:jesse.hyatt@blackamericanchamber.org)
18. Hispanic Metropolitan Chamber – Carmen Castro, [ccastro@hmccoregon.com](mailto:ccastro@hmccoregon.com)
19. Ashland Chamber of Commerce – Sandra Slattery, [sandra@ashlandchamber.com](mailto:sandra@ashlandchamber.com)
20. Native American Youth and Family (NAYA) – Sky Waters, [SkyW@nayapdx.org](mailto:SkyW@nayapdx.org)
21. Asian Pacific American Network of Oregon (APANO) – Todd Struble, [todd@apano.org](mailto:todd@apano.org)
22. Metropolitan Contractor Improvement Partnership – John Jackley, [john@mcip-pdx.org](mailto:john@mcip-pdx.org)
23. Hacienda CDC – Aldo Medina, [amedina@haciendacdc.org](mailto:amedina@haciendacdc.org)
24. Oregon Native American Chamber (ONAC) – James Parker, [jparker@onacc.org](mailto:jparker@onacc.org)
25. Oregon Latinx Leadership Network – Anthony Veliz, [aveliz@izomarketing.com](mailto:aveliz@izomarketing.com)



**DAS GRANT #2529 – Coronavirus Relief Fund**

26. CAUSA – Adriana Miranda, [adriana@causaoregon.org](mailto:adriana@causaoregon.org)
27. Coalition of Communities of Color – Marcus Mundy, [marcus@coalitioncommunitiescolor.org](mailto:marcus@coalitioncommunitiescolor.org)
28. COFA Alliance National Network – Joe Enlet, [fsmcgportland@gmail.com](mailto:fsmcgportland@gmail.com)
29. Latino Community Association – Brad Porterfield, [brad@latinocommunityassociation.org](mailto:brad@latinocommunityassociation.org)
30. Salem Capitol Connections – Marin Arreola, [advancedecon@aol.com](mailto:advancedecon@aol.com)
31. Oregon Association of Minority Entrepreneurs – Jorge Guerra, [jorge@oame.org](mailto:jorge@oame.org)
32. National Association of Minority Contractors – Nate McCoy, [nate@namc-oregon.org](mailto:nate@namc-oregon.org)
33. PCUN- Small Business Cohort – Omar Alvarado, [omaralvarado@pcun.org](mailto:omaralvarado@pcun.org)
34. Warm Springs Community Action Team – Dustin Seyler, [dustin@wscat.org](mailto:dustin@wscat.org)

**Coronavirus Relief Fund**  
**Guidance for State, Territorial, Local, and Tribal Governments**  
**Updated June 30, 2020<sup>1</sup>**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.<sup>2</sup>

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

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<sup>1</sup> This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

<sup>2</sup> See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

### ***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
  - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
  - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
  - Costs of providing COVID-19 testing, including serological testing.
  - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
  - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
  - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
  - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
  - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
  - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
  - Expenses for public safety measures undertaken in response to COVID-19.
  - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
  - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
  - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
  - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
  - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
  - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
  6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures<sup>3</sup>***

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.<sup>4</sup>
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

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<sup>3</sup> In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

<sup>4</sup> See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.



# AGENDA ITEM COVER SHEET

Morrow County Board of Commissioners  
(Page 1 of 2)

(For BOC Use)  
Item #

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

Presenter at BOC: Lindsay Grogan and Kate Knop  
Department: Administration  
Short Title of Agenda Item:  
(No acronyms please)

Phone Number (Ext): 5620  
Requested Agenda Date: 12/2/2020

**Defined Contribution Plan - New Business Agreement Items**

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

- |   |   |
|---|---|
| <input type="checkbox"/> Order or Resolution                              | <input type="checkbox"/> Appointments                   |
| <input type="checkbox"/> Ordinance/Public Hearing:                        | <input type="checkbox"/> Update on Project/Committee    |
| <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading | <input type="checkbox"/> Consent Agenda Eligible        |
| <input type="checkbox"/> Public Comment Anticipated:                      | <input checked="" type="checkbox"/> Discussion & Action |
| Estimated Time:   | Estimated Time: <b>5 minutes</b>                        |
| <input type="checkbox"/> Document Recording Required                      | <input type="checkbox"/> Purchase Pre-Authorization     |
| <input type="checkbox"/> Contract/Agreement                               | <input type="checkbox"/> Other                          |

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Total Contract Amount:

Through:

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

\_\_\_\_\_  
DATE Department Director

Required for all BOC meetings

\_\_\_\_\_  
DATE Administrator

Required for all BOC meetings

\_\_\_\_\_  
DATE County Counsel

\*Required for all legal documents

Kate Knop 11/30/2020 Finance Office

\*Required for all contracts; other items as appropriate.

Lindsay Grogan 11/30/2020 Human Resources

\*If appropriate

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

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

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

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

Attached are questions for the Board to confirm regarding the new DC retirement plan set up with Edward Jones/One America. Kate Knop is the Plan Fiduciary and Lindsay Grogan is the Plan Administrator. Our suggested responses are in red font.

Attached is the New Business Agreement you may want to look at as well. It has the investment options.

**2. FISCAL IMPACT:**

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

Motion to approve to sign the New Business Agreement with the previous questions confirmed by the Board.

☒ Attach additional background documentation as needed.

1. Age / Service required for eligibility –Mirror the DB Plan? Public Safety 25 years of membership or 55 years old. General members 30 years of membership or 60 years old.
2. Entry Dates – First of the month following 6-month probationary period.
3. Are there any excluded employee groups / classifications? - PT employees less than 20 hours per week and temporary employees, and public safety/Teamsters Local 223 members eligible for PERS.
4. Employee contributions / mandatory / voluntary - 6% mandatory
5. Employer contributions (how stated? Who is covered? % of compensation? \$ per hour worked? Etc.) - 9% of compensation
6. Vesting Schedule – Five years from date of hire on a graded schedule, 0%, 25%, 50%, 75%, 100%. DC plans can have up to a 6 year graded schedule, or a 3 year cliff.
7. Will employee loans be allowed? – If allowed, will interest be prime +1% (suggested) ?
8. Who will be named as the trustee(s) of the plan? – Board of Commissioners
9. Auto Execute fee – who will pay it? Participants or employer? – Participants (most common option and suggested by OneAmerica)



## 401(a) NEW BUSINESS AGREEMENT

Unbundled Plan Support (PFRK) /Zero Rev Share (ZRS)/ Takeover: No (MOCO) /SP /3(21)

American United Life Insurance Company ®  
P. O. Box 368  
Indianapolis, Indiana 46206-0368

Contract Number: G50157

Contract Effective Date: 01/01/2021

3668 OneAlliance 671D Special Pricing

AUL Retirement Services Representative's Name: **Tony Soble**

Please note: Contact information is required; please complete all fields in their entirety.

### General Information

Contractholder: Morrow County

Plan Name: Morrow County 401(a) Plan

Employer's Identification Number(EIN): [REDACTED]

Trust EIN: \_\_\_\_\_

Business Code: \_\_\_\_\_

Fiscal Year End: 6/30

Executive Contact Name: Kate Knop

Title: Finance Director

E-mail: kknop@co.morrow.or.us

Phone: (541) 676-5615

Address: P.O. Box 867

Fax: (541) 676-5619

City: Heppner

State: OR

Zip: 97836

Administrative/Daily Contact Name: Lindsay Grogan  
(If same as executive contact, write "Same")

Title: Human Resources Manager

E-mail: lgrogan@co.morrow.or.us

Phone: (541) 676-5620

Address: P.O. Box 593

Fax: (541) 676-5619

City: Heppner

State: OR

Zip: 97836

### Primary Producer Information

Primary Producer Name: Kassandra Williams

Primary B/D: Edward Jones and Company

E-mail: kassandra.williams@edwardjones.com

Phone: (541) 701-0419

Address: 945 SE 4th Street, Suite A

Fax: N/A

City: Hermiston

State: OR

Zip: 97838

### TPA Information

TPA (if applicable): NW Retirement Plan Consultants

Contact: Linda Liu

Address: 901 Powell Avenue SW, Suite 101

E-mail Address: linda@nwrpc401k.com

EIN#: \_\_\_\_\_

Phone: (425) 276-3179

Fax #: N/A

**Advisor Information (non-model plan services)**Advisor Name: Kassandra WilliamsAdvisor Firm Name: Edward Jones and CompanyAdvisor Street: 945 SE 4th Street, Suite AAdvisor City: Hermiston State: OR Zip: 97838Advisor E-Mail: kassandra.williams@edwardjones.comAdvisor Phone: (541) 701-0419 Fax: N/A

Advisor EIN: \_\_\_\_\_

Please refer to your Services Agreement and Fee Disclosure for fee information related to this service.

## Multi-Plan Information

Are you now maintaining or have you ever maintained any other qualified plan? ☐ Yes ☒ No

If yes, provide the information (below) for each of the plan(s) you are maintaining or have maintained.

Plan Name: \_\_\_\_\_

Has it been terminated? ☐ Yes ☐ No If yes, Date: \_\_\_\_\_

Plan Type: \_\_\_\_\_

Plan Form (prototype or individually designed): \_\_\_\_\_

Plan Number: \_\_\_\_\_

Has the plan received an IRS determination letter? ☐ Yes ☐ No

Is an application for a determination letter pending with the IRS? ☐ Yes ☐ No

## Affiliated Service Group/Controlled Group Information

If AUL will be providing plan testing as provided under the Full Plan Support level of plan administration service, then the plan sponsor must provide the following information:

- |   |  |
|---|--|
| Do you use leased employees, Internal Revenue Code (IRC) § 414(n)?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Does the client apply separate lines of business rules for any reason (IRC) § 414(r)?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Are you a member of a controlled Group?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Are you a member of an affiliated service group pursuant to (IRC) § 414(m)?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If you currently have a pension or profit sharing plan in effect, have you received a favorable determination letter for this plan that explicitly covers (IRC) § 414(m)? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If you are a member of a controlled or an affiliated service group, please provide the information requested below. If you do not know the answer to any of these questions, you should consult your tax consultant or legal advisor. Under (IRC) § 414(b) and (c), employers with a sufficient degree of common ownership will be treated as a single employer for purposes of plan qualification, deductions, participation, vesting, and limitations of plan contributions and benefits.

The following constitute all members of the [controlled / affiliated service] group:

\_\_\_\_\_

The relationship of the members of the [controlled / affiliated service] group to the plan sponsor is as follows:

\_\_\_\_\_

Listed below are the names and types of plans maintained by any member of the [controlled / affiliated service] group and which member maintains the plan:

\_\_\_\_\_

The following plans are common to all members of the [controlled / affiliated service] group:

\_\_\_\_\_

## Investment Option Selection

**NOTE:** See your AUL representative for any limitations. Please refer to your Services Agreement and Fee Disclosure to select your investments.

### PLAN-LEVEL DEFAULT INVESTMENT OPTIONS:

The plan-level default option is the investment option into which we will allocate participant contributions when we are missing the participant's investment option direction.

Select **only one** of the plan-level default investment options below:

- ☐ 100% AUL Stable Value Account (STVL) - not QDIA-compliant
- ☐ 100% BMO Balanced Allocation R6 (CGPY) - QDIA-compliant
- ☐ 100% BMO Conservative Allocation R6 (CGP6) - QDIA-compliant
- ☐ 100% BMO Growth Allocation R6 (CGP7) - QDIA-compliant
- ☐ 100% BMO Moderate Allocation R6 (CGP9) - QDIA-compliant

- ☐ 100% GoldmanSachs Money Mkt Gvt R6 (CFMV) - not QDIA-Compliant
- ☐ 100% AmerCent Strat Alloc Mod R6 (CFHN) - QDIA-compliant
- ☐ 100% AmerFds American Balanced R6 (CFJH) - QDIA-compliant
- ☐ 100% Ivy Balanced R6 (CFNH) - QDIA-compliant
- ☐ 100% Janus Balanced N (CFNJ) - QDIA-compliant
- ☐ 100% TRowePrice Ret Bal I (CFR4) - QDIA-compliant
- ☐ 100% Vanguard Balanced Index Adm (CFVX) - QDIA-compliant
- ☐ 100% Vanguard LifeStrat Csr Gr Inv (CFWP) - QDIA-compliant
- ☐ 100% Vanguard LifeStrat Grth Inv (CFWR) - QDIA-complaint
- ☐ 100% Vanguard LifeStrat Inc Inv (CFWT) - QDIA-compliant
- ☐ 100% Vanguard LifeStrat Mod Gr Inv (CFWW) - QDIA-compliant
- ☐ 100% American Century One Choice Investments (L3 Series) - QDIA-compliant
- ☐ 100% American Funds Target Date Retirement (M3 Series) - QDIA-compliant
- ☐ 100% BlackRock LifePath Index Target Date (V3 Series) - QDIA-compliant
- ☐ 100% T Rowe Price Retirement Investments (T3 Series) - QDIA-compliant
- ☒ 100% TIAA-CREF Lifecycle Index Funds (C2 Series) - QDIA-compliant
- ☐ 100% Vanguard Target Retirement Investments (G1 Series) - QDIA-compliant
- ☐ 100% Fidelity Advisor Balanced Z (CGWR) -QDIA-compliant
- ☐ 100% Vanguard Wellington Adm (CG43) -QDIA-compliant
- ☐ 100% flexPATH Index+ Aggressive Target Date NFP (P7 Series) - QDIA-compliant
- ☐ 100% flexPATH Index+ Conservative Target Date NFP (P8 Series) - QDIA-compliant
- ☐ 100% flexPATH Index+ Moderate Target Date NFP (P9 Series) - QDIA-compliant
- ☐ 100% flexPATH Index+ Aggressive Target Date (PA Series) - QDIA-compliant
- ☐ 100% flexPATH Index+ Conservative Target Date (PB Series) - QDIA-compliant
- ☐ 100% flexPATH Index+ Moderate Target Date (PC Series) - QDIA-compliant
- ☐ 100% Allianz Dynamic Retirement Target Date Cl 0 (Z3 Series) - QDIA-compliant
- ☐ 100% JPMorgan SmartRetirement Blend Series (J1 Series) - QDIA-compliant
- ☐ 100% Fidelity Advisor Freedom Investments (F3 series) - QDIA-compliant
- ☐ 100% Putnam Dyn Asset Alloc Bal R6 (CHT9) - QDIA-compliant
- ☐ 100% Putnam Dyn Asset Alloc Cnsv R6 (CHVJ) - QDIA-compliant
- ☐ 100% Putnam Dyn Asset Alloc Gr R6 (CHVN) - QDIA-compliant
- ☐ 100% AllianzGI Retirement Target Date R6 (Z4 Series) - QDIA-compliant
- ☐ 100% TIAA-CREF Lifecyle Funds (C3 Series) - QDIA-compliant
- ☐ 100% TIAA-CREF Lifestyle Inc Instl (CJMG) - QDIA-compliant
- ☐ 100% TIAA-CREF Lifestyle Cons Instl (CJMK) - QDIA-compliant
- ☐ 100% TIAA-CREF Lifestyle Mod Instl (CJMP) - QDIA-compliant
- ☐ 100% TIAA-CREF Lifestyle Growth Instl (CJMT) - QDIA-compliant
- ☐ 100% TIAA-CREF Lifestyle Agg Gr Instl (CJMW) - QDIA-compliant
- ☐ 100% JHancock MI Lifetime R6 (H1 Series) - QDIA-compliant

- ☐ 100% Principal LifeTime Hyb (PD Series) - QDIA compliant
- ☐ 100% GuideStone Agg Allc Inv (CKGN)
- ☐ 100% GuideStone Balanced Allc Inv (CKGR)
- ☐ 100% GuideStone Cons Allc Inv (CKGV)
- ☐ 100% GuideStone Growth Alloc Inv (CKG3)
- ☐ 100% Dimensional 2005 Target Date Retirement Income Fund Institutional Class (CD) - QDIA compliant
- ☐ 100% State Street Target Retirement K (S1 Series) - QDIA compliant
- ☐ 100% MyWayRetirement Index (W4 Series) - QDIA Compliant
- ☐ 100% Prudential Day One R6 (D1 Series) - QDIA Compliant
- ☐ 100% JPMorgan SmartRetirement R6 (J3 Series) - QDIA Compliant
- ☐ 100% PIMCO RealPath Blend Series I (PN Series) - QDIA Compliant
- ☐ 100% Fidelity Freedom Index Inv Series (F5 Series) - QDIA Compliant
- ☐ 100% Fiduciary Inv Trust Agg B (CM3G) - QDIA Compliant
- ☐ 100% Fiduciary Inv Trust Bal B (CM3N) - QDIA Compliant
- ☐ 100% Fiduciary Inv Trust Mod Cons B (CM3R) - QDIA Compliant
- ☐ 100% Fiduciary Inv Trust Cons B (CM3V) - QDIA Compliant
- ☐ 100% Fidelity Freedom Idx 2065 Inv (CM37) - QDIA Compliant
- ☐ 100% JHancock MM LF Conservative R6 (CM4K) - QDIA Compliant
- ☐ 100% JHancock MM LF Moderate R6 (CM4P) - QDIA Compliant
- ☐ 100% JHancock MM LF Balanced R6 (CM4T) - QDIA Compliant
- ☐ 100% JHancock MM LF Growth R6 (CM4W) - QDIA Compliant
- ☐ 100% RetirementTrack Aggressive I1 (N1 Series) - QDIA Compliant
- ☐ 100% RetirementTrack Moderate I1 (N2 Series) - QDIA Compliant
- ☐ 100% RetirementTrack Conservative I1 (N3 Series) - QDIA Compliant
- ☐ 100% RetirementTrack Aggressive R1 (Q1 Series) - QDIA Compliant
- ☐ 100% RetirementTrack Moderate R1 (Q2 Series) - QDIA Compliant
- ☐ 100% RetirementTrack Conservative R1 (Q3 Series) - QDIA Compliant

**QUALIFIED DEFAULT INVESTMENT ALTERNATIVE:** As Plan Sponsor, you may elect a plan-level default investment option that is a "Qualified Default Investment Alternative" (QDIA) as defined under applicable law and regulations. If certain conditions are satisfied, plan fiduciaries can rely on safe harbor relief from fiduciary liability related to investment outcomes experienced in connection with contributions defaulted into the default investment option for those participants who failed to provide investment direction. However, fiduciaries are not relieved of their obligation to prudently select and monitor the default investment option, or from any liability that results from failure to do so. The investment options directly above have all been reviewed by the related fund company and determined by it to meet the definition of a QDIA under applicable law, except for the Stable Value Account. If you intend for the plan-level default investment option you have chosen above for your plan to be QDIA-compliant, please mark the box below.

- ☒ I intend for my plan-level default investment option to be a Qualified Default Investment Alternative. I understand that a notice must be provided to participants and beneficiaries at least 30 days prior to either the initial investment in a QDIA or eligibility for the plan. In addition, an annual notice must be provided no less than 30 days prior to the beginning of each subsequent plan year that contributions continue to be invested in the QDIA.

Select one option below:

- ☐ ERISA Plans Only: By selecting this option I understand that a notice must be provided to participants and beneficiaries at least 30 days prior to either the initial investment in a QDIA or eligibility for the plan.
- ☒ Non-ERISA Plans Only: As a non-ERISA plan, I understand that ERISA Title I requirements do not apply and that an annual notice is not required.

**INCOMPLETE PARTICIPANT ACCOUNT INFORMATION:** If AUL has all the information necessary to establish a participant account, but has not received investment direction for the account, any contributions received on behalf of that participant will be deposited into the Default Option. Any money allocated to the Default Option will remain there until the participant transfers monies out of the Default Option.

**REVENUE SHARING STATEMENT:** AUL may receive revenue from the investment management companies that provide the underlying investments. This revenue can be in the form of 12-b(1) fees, Sub T-A Fees, Shareholder Service Fees or other types of fees. This revenue offsets AUL's expenses related to the services it provides under and in connection with the group annuity contract(s) that serve as the funding vehicle(s) for a retirement plan. A full description of this revenue is found in your Services Agreement and Fee Disclosure Exhibit B.

**STABLE VALUE ACCOUNT (SVA) 365-DAY PUT:** If the AUL SVA is selected, amounts accumulated in the SVA may be paid out up to 365 days following the contract termination effective date. Only Plan benefit distributions paid in the form of an annuity, or paid in a lump-sum for retirement, death, disability, termination of employment, and required minimum distributions and that are not subject to a Withdrawal Charge, shall continue to be made during the put period.

#### **COMMON, COLLECTIVE, COMMINGLED OR GROUP TRUST USE CERTIFICATION**

In order to select the SSgA S&P 500 Indx, SSgA Intl Indx, SSgA Russell SmCap Indx, or SSgA S&P MidCap 400 Indx as an available investment option for plan participants through the applied for AUL group annuity contract, the employer/plan sponsor (or contractholder) must make the certification below. By signing this New Business Agreement, the employer/plan sponsor (or contractholder) does so make the certification.

I certify that the plan and trust (for which this applied for group annuity contract is to serve as a funding vehicle) may invest its trust assets in a group annuity contract issued by an insurance company, any part of the assets of which can be invested in any common, collective, commingled or group trust fund that is maintained solely for the collective investment of funds of tax-qualified pension or profit sharing plans, individual retirement accounts, and/or funds of or for certain governmental retirement plans, which common, collective, commingled or group trust fund is exempt from federal taxation under Internal Revenue Code Section 501(a).

#### **\*\*\*\*\* NOTICE \*\*\*\*\***

**Access to transferred assets is available once the assets have been allocated to participant accounts.  
For AUL to provide tracking of service eligibility and vesting, you must provide the following:**

- Basic Plan Document.
- Adoption Agreement.
- Subsequent Amendments.
- Summary Plan Description.
- Trust Agreement, if separate from Basic Plan Document.

#### **Electronic Loan Access Agreement**

Are loans permitted? Yes No

The plan sponsor adopting the Internet Loan Access Program must maintain a plan that allows for participant loans and must maintain loan procedures that govern loan distributions.

The Plan Sponsor's designated representative may initiate loans for the participant from their retirement account via eSponsor, AUL's Internet Web site for plan sponsors.

#### **DEFAULT LOAN REPAYMENT FREQUENCY (choose only one)**

The selection of one of the options below should match with your plan's primary payroll schedule.

☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Quarterly

#### **ALTERNATE LOAN REPAYMENT FREQUENCY (choose all that apply)**

The selections below are indicative of alternative payroll schedules. This section can be left blank.

☐ Weekly ☐ Bi-Weekly ☐ Semi-Monthly ☐ Monthly ☐ Quarterly

**LOAN INTEREST RATE:** \_\_\_\_\_% (Enter an actual interest rate.)

This will be the initial interest rate used for plan loans. This rate is updated by the plan sponsor through the eSponsor Web site at a frequency pre-determined by the plan sponsor. (No less frequently than quarterly.)

Please refer to your Services Agreement and Fee Disclosure for fee information related to this service.

## Preliminary Agreement for American United Life Insurance Company® Group Annuity Contract

There is **no** application/installation fee for expenses incurred in issuing and installing the applied-for Contract.

1. The Contractholder hereby authorizes AUL to allocate any contribution made to the Contract before the earlier of:

(A) the date AUL receives, at its Home Office, an acceptance of the Contract signed by the Contractholder *or*  
(B) the date a contribution is made to the Contract following the Contractholder's receipt of the Contract (but no earlier than 60 days after the Contract Date of Issue as it appears on the face page of the Contract), among participant accounts and investment options offered under the Contract according to the allocation instructions and investment option elections received by AUL at its Home Office from the Contractholder. However, if applicable state law requires in this situation that the Contractholder not bear the market risk in allocating these contributions among the investment options offered under the Contract, AUL shall allocate such contributions to its general asset account in lieu of any AUL separate account, notwithstanding the Contractholder's investment option elections. Such contributions shall be administered by AUL pursuant to the terms of the Contract and any accompanying amendment to the Contract, except as otherwise provided below.

2. Upon the date a contribution is made to the Contract following the Contractholder's receipt of the Contract (but no earlier than 60 days after the Contract Date of Issue), if AUL does not receive a signed acceptance of the Contract at its Home Office by that date, the Contractholder shall be deemed to have accepted the Contract and any accompanying amendment to the Contract by the making of such contribution. The Contract and any accompanying amendment shall be effective as of the effective dates shown on the Contract and amendment.

3. Any investment option elections received by AUL at its Home Office in acceptable form prior to the date the Contract is accepted or deemed accepted by the Contractholder shall remain in effect for the Contract once the Contract has been accepted or deemed accepted until such time as new investment option elections are received by AUL in acceptable form at its Home Office pursuant to the terms of the Contract.

4. If the Contract is not accepted or deemed accepted, and if the Contractholder notifies AUL at its Home Office in writing that it will *not* accept the Contract, the following amount shall be paid in a single sum to the Contractholder on a mutually agreed-upon date:

(A) any contributions to the Contract which have been allocated to AUL's general asset account, plus interest credited thereon as determined pursuant to the Contract, which remain in AUL's general asset account as of such date of payment, *plus*  
(B) the value, as determined by AUL pursuant to the Contract as of such date of payment, of any accumulation units in any AUL separate account which were purchased with contributions to the Contract and which are held on such date of payment, *minus*  
(C) the sum of:

- (1) the same Withdrawal Charge (if sales compensation has been paid) that would be applied to single-sum Contract termination payments under the Contract as of such date of payment; *plus*
- (2) any non-refundable application/installation fee and any other non-refundable initial expense(s) payment(s) submitted by the Contractholder for the Contract, *plus*
- (3) any other administrative services fees or Contract charges owed by the Contractholder to AUL as of the date of payment, *plus or minus*
- (4) the same Market Value Adjustment applicable to AUL's general asset account that would be applied to single-sum Contract termination payments under the Contract as of such date of payment.

AUL shall make such payment only upon receipt at its Home Office of a proper form signed by the Contractholder and, if applicable, by the employer sponsoring the retirement plan for which the Contract is to be a funding vehicle, releasing AUL, its agents, and its employees from any and all liability arising out of such payment by AUL.

Notwithstanding the above provisions of this Section 4, if the Contractholder makes a contribution to the Contract in the form of a rollover from another AUL group annuity contract (the original contract), if the new Contract is not accepted or deemed accepted, and if the Contractholder notifies AUL at its Home Office in writing that it will *not* accept the Contract, then the Contractholder hereby directs AUL to reinstate the original contract between the Contractholder and AUL. The amount calculated above in this Section 4 (but *without* reduction for the Withdrawal Charge and without adjustment for the Market Value Adjustment) shall be rolled back into the original contract and into the available investment options according to the provisions of that contract, in lieu of being paid to the Contractholder. However, notwithstanding the previous sentence, amounts held in the general asset account in the original contract which were rolled into, and remain in, the general asset account in the new Contract shall be rolled back into the general asset account in the original contract, together with interest earned thereon in the new Contract, and those interest rate pockets applicable to such amounts in the original contract shall be maintained for those amounts and the interest earned thereon.

5. This Preliminary Agreement shall terminate when:

- (A) the signed Contract acceptance is received by AUL at its Home Office; *or*  
(B) the Contract is deemed accepted under Section 2 above; *or*  
(C) payment is made by AUL pursuant to Section 4 above.

### 3(21) Auto Execute

3(21) Auto Execute is a service offered by Mesirow Financial where Mesirow Financial is the ERISA 3(21) Fiduciary for an Elite List of investment options. The Elite List of investment options is maintained and updated by Mesirow Financial on an ongoing basis. The Plan Sponsor will be provided updates to the Elite List by Mesirow Financial through American United Life Insurance Company® (AUL) as well as a customized Investment Policy Statement. The Plan Sponsor has authorized American United Life Insurance Company® (AUL) to implement Mesirow's recommended changes. Mesirow Financial is not an affiliate of American United Life Insurance Company® (AUL) or OneAmerica Securities and is not a OneAmerica company.

- ☐ Check here to have the 3(21) Auto Execute fee billed to the Plan Sponsor
- ☒ Check here to have the 3(21) Auto Execute fee deducted from participant accounts

## **My OneCheck<sup>SM</sup> Online - Participant Investment Advice**

The Plan Sponsor has chosen to offer the services of My OneCheck<sup>SM</sup> Online to the participants of the retirement plan. My OneCheck<sup>SM</sup> Online offers education, guidance and investment advice to participants via a link on the Account Services Website.

Select whether or not My OneCheck<sup>SM</sup> Online is an available option:

☒ Yes      ☐ No

## **Third Party Administrator Direction, Access and Compensation**

The Plan Administrator designates the Third-Party Administrator (TPA) indicated at the beginning of this document as his or her representative for purposes of providing AUL directions for processing financial transactions. AUL is hereby released, indemnified, and held harmless from acting on the directions provided to it by such TPA.

Contractholder allows AUL to provide to the TPA online access to Plan and participant data. The TPA will have the ability to view and update information with the understanding that AUL will use information to update the AUL recordkeeping system. AUL will not be held responsible for any errors or incorrect information provided to AUL from the designated TPA. AUL requires immediate notification if there are any changes to existing agreements related to the administration of the retirement plan.

AUL also reserves the right to compensate the TPA with an Administrative Fee.



## Fiduciary Acceptance

Any reference to Contractholder in this Agreement should be read as Proposed Contractholder until the applied-for group annuity contract goes into effect.

I, the undersigned Plan Fiduciary, have received information describing the costs that may occur in connection with buying, maintaining or terminating this contract. I have read and understand the Sales Compensation Disclosure found in the Services Agreement and Fee Disclosure and approve this transaction on behalf of the plan.

The undersigned, as Plan Administrator of the Morrow County 401(a) Plan ("Plan"), hereby appoints American United Life Insurance Company® ("AUL"), as the Plan Administrator's agent for the sole purpose of executing Plan participants' investment instructions through the OneAmerica TeleServe® system or the OneAmerica Web site at [www.OneAmerica.com](http://www.OneAmerica.com). It is understood that AUL will execute Plan participants' investment instructions received through the OneAmerica TeleServe® system or the OneAmerica Web site effective as of the close of business on the valuation date, as referenced in your contract, in which AUL receives the request. It is further understood that AUL has no discretion or authority to alter or decline to execute any Plan participant investment instructions received through the OneAmerica TeleServe® system or the OneAmerica Web site, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the participant before the instructions are accepted by OneAmerica TeleServe® system or the OneAmerica Web site. All investment instructions received and executed through the OneAmerica TeleServe® system or the OneAmerica Web site will be confirmed in writing to the Plan participant within ten business days.

The Contractholder, Plan Administrator, and AUL hereby agree by signing below, that they will be bound by the terms of this New Business Agreement as of the date of AUL's acceptance. This agreement shall continue in effect from the date it is accepted by AUL and from year to year thereafter, unless terminated by AUL or the Plan Administrator by written notification to the other party at least 30 days prior to the date termination is effective. Except for any annual contract administrative fee provision of the Preliminary Agreement, the terms of the Preliminary Agreement are superseded by the terms of the applied-for Contract as of the date the applied-for Contract is issued by AUL, and the Contract is accepted or is deemed accepted under the provisions of the Preliminary Agreement. The Contractholder must sign and date the Amendment which accompanies the issued Contract, and return a copy to AUL. AUL will accept non-original paper copies or faxed copies of the properly executed original New Business Agreement. The Contractholder hereby certifies that such non-original copies are true and accurate copies of the original document and that no changes deviating from the language in the copies have been made or will be made to the original.

Provide the plan number of this plan 001 (three digit number).

CONTRACTHOLDER and PLAN FIDUCIARY	AUL RETIREMENT SERVICES SALES REPRESENTATIVE American United Life Insurance Company®
Signature:	Signature:
Printed Name: <b>Kate Knop</b>	Printed Name: <b>Tony Soble</b>
Title: <b>Finance Director</b>	Title: <b>Regional Sales Director</b>
Date:	Date:
PLAN ADMINISTRATOR (if other than Applicant)	
Signature:	
Printed Name:	
Title:	
Date:	

For licensing purposes, please indicate the state in which this agreement is being signed: Oregon  
Electronic acceptance of this New Business Agreement by American United Life (AUL) Indianapolis, Indiana indicates that AUL has reviewed its contents along with all other required materials and has accepted its terms, and is equivalent to AUL's written signature.



## *Services Agreement & Fee Disclosure*

AUL Retirement Services  
Morrow County 401(a) Plan  
G50157

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*One American Square, P.O. Box 368 | Indianapolis, IN 46206-0368 | (317) 285-1877 | [www.oneamerica.com](http://www.oneamerica.com)*



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# Services Agreement & Fee Disclosure

AUL Retirement Services

Morrow County 401(a) Plan

## General Provisions

The Plan Sponsor (hereinafter “you”), having established a retirement plan (hereinafter “Plan”), hereby retains American United Life Insurance Company® of Indianapolis, Indiana, a OneAmerica® company (hereinafter “we, us, our, or AUL”) to assist in providing the recordkeeping, administrative and other services described herein. “Plan Sponsor” also means “administrator” as that term is defined under ERISA §3(16)(A).

AUL is not a fiduciary or a party to the Plan. We perform administrative functions for you within a framework of policies, interpretations, rules, practices, and procedures established by you. Accordingly, you or the prior plan recordkeeper shall furnish us with all necessary information we may require to carry out our duties. All services provided by us will be based on the data maintained in our records or information supplied by you or the prior plan recordkeeper. We shall be entitled to rely exclusively upon information furnished by you or the prior plan recordkeeper and shall have no duty to look beyond such information. Material will be prepared to the extent possible based on such information and data.

Full responsibility for final completion and timely filing of regulatory forms with the Internal Revenue Service, the Department of Labor, or any other governmental agency lies with you. You shall indemnify, protect and hold us harmless from any losses, liabilities, claims and expenses in connection therewith, including counsel fees and court costs, arising out of inadequate or inaccurate data supplied by you, the Contractholder, Trustees, and other fiduciaries, or their failure to forward reports prepared by us.

## AUL Group Annuity Contract

“Contract” means the AUL Group Annuity Contract used to fund your Plan. This Agreement or any Amendments thereto do not affect either party’s duties or obligations under the Contract.

## Services

AUL provides numerous services to assist in the operation and management of the Plan, as well as to your employees to help them fully benefit from the Plan and its many provisions. Our services are described in Exhibit A.

## Notes and Conditions:

### Facsimile/Electronic Media Acceptance

Instructions provided to us by you to execute, cancel, or otherwise proceed with transactions, including those related to, but not limited to, enrollments (except for AUL American Series Annuity Enrollment Forms), loan applications, distributions, and correspondence, will be accepted via facsimile, copy, or other electronic media. This does not apply to retirement plan adoption agreements, group annuity contract applications, or amendments thereto, the New Business Agreement, or Notice, Election & Release documents.

You hereby agree that we will not be responsible for any claims, losses, liabilities, or expenses, including legal fees and expenses, resulting from any action taken or not taken by us in reliance on such instructions.



### **AUL Internet and Telephone Services**

You instruct us to make both online (www.OneAmerica.com) account access and interactive voice response services (OneAmerica TeleServe® system) available to participants with accounts held under the Contract. In addition, you hereby appoint us as your agent for the sole purpose of executing Plan participants' investment and withdrawal instructions through the AUL Web site and telephone system. It is understood that AUL will execute Plan participants' investment instructions received through the OneAmerica TeleServe® system or the OneAmerica Web site effective as of the close of business on the valuation date, as referenced in your Contract, in which AUL receives the request. Instructions received after 4 pm Eastern Time will be effective on the next day that the New York Stock Exchange is open for trading. It is further understood that AUL has no discretion or authority to alter or decline to execute any Plan participant investment instructions received through the OneAmerica TeleServe® system or the OneAmerica Web site, unless such instructions are impossible to execute. If any such instructions are impossible to execute, AUL will so notify the participant before the instructions are accepted by OneAmerica TeleServe® system or the OneAmerica Web site. All investment instructions received and executed through the OneAmerica TeleServe® system or the OneAmerica Web site will be confirmed in writing to the Plan participant within ten business days.

### **Optional Services**

Certain optional services are available upon request as listed in Exhibit C. These services include assistance with special plan design (e.g., Individually Designed Plans, Non-AUL Documents, advanced plan compliance and administrative/recordkeeping rework, etc.) or rework requests for any services already delivered (e.g., revised annual reporting, Form 5500 revisions, and/or revised non-discrimination testing, etc.). If the requested rework requires adjustments to a financial transaction that involves variable investment funds, you will be responsible for any loss incurred by participant accounts as a result of market fluctuations. We will not adjust any financial transaction without receipt of your written consent. Charges may apply to any rework resulting from incomplete or incorrect information supplied to us.

### **Fees and Payments**

#### ***Payment for Services***

The fees for AUL's services are described in Exhibit C and are to be paid on a quarterly basis unless otherwise specified in this Agreement or any Amendments thereto.

All fees assessed by us shall be paid in full by you on or before the applicable payment due date. If any amounts remain unpaid for a period of sixty (60) days after the payment due date, we reserve the right to do one or more of the following:

- Initiate a collection action to secure full and complete payment of any and all amounts that are past due. In the event such action is taken, you are responsible for payment of the original debt, and any and all costs necessary in such action, including, but not limited to, service fees, postage, collection agency fees, court costs and fees, attorney fees, and all other fees necessary to enforce collection and judgments concerning your debt.
- Deduct such amounts (excluding late fees, which will be billed to you) from participant accounts on a pro-rata basis, if this option is provided for in the Contract.
- Suspend or cease providing administrative service to the Plan until such time as fees are paid in full.

#### ***Fee Schedule Subject To Change***

The fees described in Exhibit C are not guaranteed. At our option and upon thirty (30) days notice to you, we may amend the fee schedule by adding or changing any fee.



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### **Assignment**

We may assign our rights and obligations under this Agreement to a third party by providing thirty (30) days notice to you.

### **Termination**

If you do not agree with or wish to reject a change to any fee, you must affirmatively reject the change in writing within 30 days of receipt of the notice of the change. AUL's receipt of such written rejection will terminate this Agreement and AUL will immediately cease providing all of the services set forth and described in this Agreement.

Either party may terminate this Agreement thereto by providing thirty (30) days written notice to the other party. If you terminate this Agreement thereto prior to the end of a Plan Year, fees for the final Plan Year will be determined and assessed assuming completion of a full Plan Year and will be due prior to valuation of assets.

This Agreement and the services performed hereunder will terminate on the effective date of termination of the Contract. Standard contract termination processing includes providing a paper listing of participant account values and a single sum payment and/or annual installment payments by check or wire transfer to you or to whomever you direct. Additional contract termination services are available for a fee. These services include transfer of electronic participant data files to a successor recordkeeper, government reporting, plan testing, and mailing checks to individual participants.

**Visit us at <http://www.oneamerica.com/investmentglossary> for a glossary to assist in understanding terms used in this document.**



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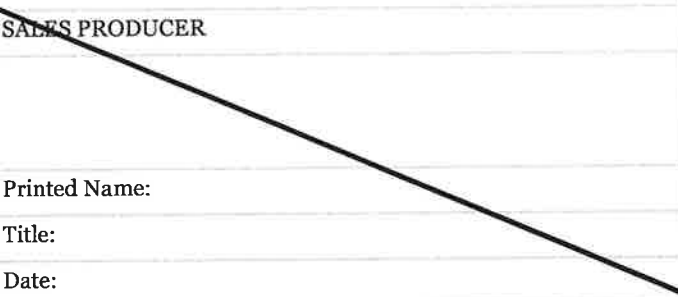
### **Fiduciary Acceptance**

Any reference to Contractholder in this Agreement should be read as Proposed Contractholder until the applied-for group annuity contract goes into effect. I, the undersigned Plan Fiduciary, have received information describing the costs that may occur in connection with buying, maintaining or terminating this Agreement.

The undersigned, as Plan Administrator of Morrow County 401(a) Plan ("Plan"), hereby appoints American United Life Insurance Company® ("AUL"), as the Plan Administrator's agent for the sole purpose of executing Plan participants' investment instructions as described within this document. AUL may rely on the information provided by the funding entity (or entities) who is (are) holding Plan assets listed in this document.

The Contractholder, Plan Administrator, and AUL hereby agree by signing below, that they will be bound by the terms of this Services Agreement & Fee Disclosure including Exhibits A, B, C, and D, as of the date of AUL's acceptance. This Agreement shall continue in effect from the date it is accepted by AUL and from year to year thereafter, unless terminated by AUL or the Plan Administrator by written notification to the other party at least 30 days prior to the date termination is effective.

Provide the plan number of this Plan 001 (three digit number).

Contract Holder and PLAN FIDUCIARY		AUL RETIREMENT SERVICES REPRESENTATIVE American United Life Insurance Company®	
Signature:		Signature:	
Printed Name: Kate Knop		Printed Name: Tony Soble	
Title: Finance Director		Title: Regional Sales Director	
Date:		Date:	
PLAN ADMINISTRATOR (if other than Applicant)		SALES PRODUCER	
Signature:			
Printed Name:			
Title:			
Date:			

For licensing purposes, please indicate the state in which this Agreement is being signed: Oregon  
Electronic acceptance of this Services Agreement & Fee Disclosure by American United Life (AUL) Indianapolis, Indiana indicates that AUL has reviewed its contents along with all other required materials and has accepted its terms, and is equivalent to AUL's written signature.



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## Exhibit A: AUL Services List

### **AUL provides the following valuable services to benefit Plan Sponsors and participants:**

- Investment screening, due diligence, and reporting
- Participant access to interactive voice response and a call center
- Plan Sponsor operational support
- Virtual Enrollment education
- Periodic plan review
- Plan Sponsor newsletters
- Plan Sponsor (eSponsor) web site
- Assistance with Participant Fee Disclosure compliance
- Web-based investment education and support
- Initial and ongoing marketing materials and support
- Availability of a SSAE18 report
- Mailing of Participant Notices (Additional Fees may apply)
- Online Enrollment
- Fee Benchmarking

### **AUL provides participant financial recordkeeping, which includes the following recordkeeping services:**

- Availability of a loan procedure document (if loans are allowed by the plan type)
- Processing contributions
- Assistance with loan recordkeeping (Excludes calculation of available loan amounts or other loan administrative duties)
- Cash or accrual basis accounting
- Completed Schedules A, C, and D
- Employer plan financial reports
- Participant financial recordkeeping
- Participant quarterly statements
- Electronic enrollment
- Form 1099-R or W-2 tax reporting and Form 945 tax reporting (If Contractholder requests benefit to be payable to participant) [Form 1099-R tax reporting and Form 945 tax reporting are not available for plans that allow loans from Roth money.]



#### *Estimate of Recordkeeping Cost:*

The recordkeeping services identified above will be provided to the Plan without an explicit charge, and AUL expects to receive revenue from investment management companies that will be used, in part, to offset the expenses and costs of those services. Accordingly, AUL is obligated by Department of Labor regulation to provide you with a reasonable and good faith estimate of the cost of these recordkeeping services to your Plan.

To develop the estimate, AUL analyzed its most recent calendar year expenses attributable to retirement plans funded by an AUL group annuity contract (its "Total Expenses") and subtracted expenses not directly related to providing recordkeeping services (primarily expenses related to sales, marketing and investment management functions), which left AUL's "Recordkeeping Expenses." AUL then developed a Recordkeeping Ratio, which is the ratio of Recordkeeping Expenses to Total Expenses. This Recordkeeping Ratio was applied to the retained revenue that AUL expects in connection with plans similar to yours, resulting in the estimate of the cost of recordkeeping services to your Plan. In determining whether a plan was similar to yours, AUL considered the services available to your Plan, the number of participants, and the amount of plan assets.

Based on this methodology, AUL estimates the cost of the recordkeeping services provided to your Plan will be 1.67% of the total assets under your Contract. It is important to remember that this is a reasonable and good faith estimate for the sole purpose of complying with the Department of Labor regulation.

#### *Optional Services*

If requested by the Plan Sponsor, AUL may perform additional services, such as those described below, for a fee or charge in accordance with Exhibit C to be quoted at the time the request is made:

- Administrative/Recordkeeping Work
  - Examples: Processing – Rework, Annual Report – Rework, Compliance Testing – Rework
- Advanced Plan Compliance Work
  - Examples: Restatements, IRS Filings - Voluntary Correction Program (VCP), Form 5300, etc. (excludes Form 5500), MEP Adopting Employer Amendments, Cross Testing, Legislative Restatements, Specialized Testing (Benefits, Rights and Features 401(a)(4), Compensation Ratio Testing 414(s), General Test)
- Special Plan Services
  - Examples: Individually Designed Plans, Non-AUL Plan Documents, Plan Mergers, Plan Spin-offs

All services described above are provided by AUL as a non-fiduciary service provider, except that assets held in or in connection with an insurance company separate account are considered to be plan assets under DOL regulations. As a result, AUL is considered to be an investment manager, as defined by ERISA, with respect to its separate account. However, AUL exercises no discretion with respect to the investments made by it and only purchases securities that directly correspond to the investment account within the AUL separate account that has been selected by the Plan participant.





## Exhibit B: Investment Options

The investment options available under the AUL Group Annuity Contract are listed below. Other than the AUL Stable Value Account, these options are investment accounts within an AUL separate account. Contributions received by AUL for these investment accounts will be allocated to a participant's account in the form of units of the appropriate separate account investment account as directed. AUL will then purchase shares of the corresponding mutual fund portfolio or collective investment trust. Participants do not invest directly into any mutual fund, collective investment trust, or underlying investment.

**NOTE:** The AUL Stable Value Account is a required investment option. The competing options shown with an asterisk (\*) on the Investment Options chart are not available.

Investment Option Fix Int/Stable Value/Cash	Investment Type	Revenue Sharing %	Expense Ratio %
<input checked="" type="checkbox"/> AUL Stable Value Account (STVL)	Fixed Int/Stable Val	0.00	0.00

Investment Option Short-Term Bonds	Investment Type	Revenue Sharing %	Expense Ratio %
<input type="checkbox"/> Amer Funds Intm Bd Fd Amer R6 (CHP9)	Short Term Bond	0.00	0.25
<input type="checkbox"/> Thornburg Ltd Term Inc R6 (TLTT)	Short Term Bond	0.00	0.42
<input type="checkbox"/> Vanguard ST Treasury Adm (CN4F)*	Short Term Bond	0.00	0.10

Investment Option Intermediate-Term Bonds	Investment Type	Revenue Sharing %	Expense Ratio %
<input type="checkbox"/> American Funds US Gov Sec R6 (CKWG)	Int Government Bond	0.00	0.25
<input type="checkbox"/> DFA Interm Gov Fixed Inc Inst (CM63)	Int Government Bond	0.00	0.12
<input type="checkbox"/> Franklin US Government Secs R6 (CKTR)	Int Government Bond	0.00	0.51
<input type="checkbox"/> JPMorgan Government Bond R6 (CG3F)	Int Government Bond	0.00	0.35
<input type="checkbox"/> PIMCO GNMA and Gov Secs Instl (CMXJ)	Int Government Bond	0.00	0.83
<input type="checkbox"/> Vanguard GNMA Adm (CHFX)	Int Government Bond	0.00	0.11
<input type="checkbox"/> Vanguard Int Trs Idx Adm (CJK6)	Int Government Bond	0.00	0.07
<input checked="" type="checkbox"/> Vanguard Int-Term Treasury Adm (CFWN)	Int Government Bond	0.00	0.10
<input type="checkbox"/> AmerCent Inflation Adj Bond R6 (CJ9H)	Inflation Protected B	0.00	0.22
<input type="checkbox"/> AmerFds Inflation Linked Bd R6 (CJTW)	Inflation Protected B	0.00	0.32
<input type="checkbox"/> BlackRock Infl Prot Bond K (CKG6)	Inflation Protected B	0.00	0.60
<input type="checkbox"/> DFA Infla-Prot Securities I (CHRG)	Inflation Protected B	0.00	0.11
<input type="checkbox"/> Fidelity Inflation Prot Bd Idx (CK43)	Inflation Protected B	0.00	0.05
<input type="checkbox"/> PIMCO Real Return Instl (CFPV)	Inflation Protected B	0.00	0.53
<input type="checkbox"/> Vanguard Infl-Prot Secs Adm (CG4Y)	Inflation Protected B	0.00	0.10
<input type="checkbox"/> AmerFds Bond Fd of America R6 (CJH7)	Int Term Bond	0.00	0.23
<input type="checkbox"/> BlackRock Strat Inc Opps K (CGVY)	Int Term Bond	0.00	0.76
<input type="checkbox"/> BlackRock Total Return K (CFKR)	Int Term Bond	0.00	0.44
<input type="checkbox"/> BMO TCH Core Plus Bond I (CHY4)	Int Term Bond	0.00	0.33
<input type="checkbox"/> BNY Mellon Bond Market Index I (CMT3)	Int Term Bond	0.00	0.15
<input type="checkbox"/> Columbia Quality Income I3 (CGWH)	Int Term Bond	0.00	0.53
<input type="checkbox"/> DFA Interm-Term Extnd Qlty I (CNW9)	Int Term Bond	0.00	0.22
<input type="checkbox"/> DFA Investment Grade I (CFK9)	Int Term Bond	0.00	0.22



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<input type="checkbox"/> Federated Bond R6 (CNXG)	Int Term Bond	0.00	0.59
<input type="checkbox"/> Fidelity Advisor Total Bond Z (FATZ)	Int Term Bond	0.00	0.36
<input type="checkbox"/> Fidelity Sustainability Bd Idx (CNF3)	Int Term Bond	0.00	0.10
<input type="checkbox"/> Fidelity US Bond Idx (CJYK)	Int Term Bond	0.00	0.03
<input type="checkbox"/> Frost Total Return Bond Inst (CHRW)	Int Term Bond	0.00	0.48
<input type="checkbox"/> Goldman Sachs Core Fixed In R6 (CN4K)	Int Term Bond	0.00	0.37
<input type="checkbox"/> GuideStone ExtDur Bd Instl (CMHV)	Int Term Bond	0.00	0.57
<input type="checkbox"/> GuideStone MedDur Bd Instl (CMJG)	Int Term Bond	0.00	0.40
<input type="checkbox"/> Hartford Total Return Bond R6 (CKMT)	Int Term Bond	0.00	0.35
<input type="checkbox"/> Invesco Core Plus Bond R6 (CJTR)	Int Term Bond	0.00	0.45
<input type="checkbox"/> Invesco Corporate Bond R6 (CK3Y)	Int Term Bond	0.00	0.41
<input type="checkbox"/> iShares US Aggregate Bd Idx K (CKYV)	Int Term Bond	0.00	0.05
<input type="checkbox"/> Jan Hen Flexible Bond N (CFNM)	Int Term Bond	0.00	0.45
<input type="checkbox"/> JHancock Bond R6 (CJX3)	Int Term Bond	0.00	0.37
<input type="checkbox"/> JHancock ESG Core Bond R6 (CK7N)	Int Term Bond	0.00	0.51
<input type="checkbox"/> JHancock Invest Grade Bd R6 (CKV3)	Int Term Bond	0.00	0.39
<input type="checkbox"/> JPMorgan Core Plus Bond R6 (CK36)	Int Term Bond	0.00	0.39
<input type="checkbox"/> Knights of Columbus Core Bond (CFPK)	Int Term Bond	0.00	0.50
<input type="checkbox"/> Lord Abbett Income R6 (CK4R)	Int Term Bond	0.00	0.49
<input checked="" type="checkbox"/> Lord Abbett Total Return R6 (CKRX)	Int Term Bond	0.00	0.37
<input type="checkbox"/> Met West Total Return Bd P (CMT9)	Int Term Bond	0.00	0.38
<input type="checkbox"/> MFS Total Return Bond R6 (CKV6)	Int Term Bond	0.00	0.36
<input type="checkbox"/> PGIM Total Return Bond R6 (CFRK)	Int Term Bond	0.00	0.39
<input type="checkbox"/> PIMCO InvGrade Credit Bd Inst (CHT3)	Int Term Bond	0.00	0.85
<input type="checkbox"/> PIMCO Total Return Instl (CFPW)	Int Term Bond	0.00	0.70
<input type="checkbox"/> Pioneer Bond K (CFPX)	Int Term Bond	0.00	0.34
<input type="checkbox"/> Principal Core Fixed Inc R6 (CJ36)	Int Term Bond	0.00	0.49
<input type="checkbox"/> Putnam Diversified Income R6 (CHT6)	Int Term Bond	0.00	0.64
<input type="checkbox"/> Russell Inv Grade Bond R6 (CG4H)	Int Term Bond	0.00	0.35
<input type="checkbox"/> Russell Inv Strategic Bond R6 (CG4J)	Int Term Bond	0.00	0.47
<input type="checkbox"/> TIAA-CREF Bond Indx Instl (CFTV)	Int Term Bond	0.00	0.11
<input type="checkbox"/> TIAA-CREF Bond Plus Instl (CJN6)	Int Term Bond	0.00	0.30
<input type="checkbox"/> TIAA-CREF Core Impact Bd I (TSCB)	Int Term Bond	0.00	0.36
<input type="checkbox"/> USAA Int Term Bond R6 (CNX4)	Int Term Bond	0.00	0.39
<input type="checkbox"/> Vanguard Int-Term Bond Idx Adm (CFWK)	Int Term Bond	0.00	0.07
<input type="checkbox"/> Vanguard Int-Term InvGrde Adm (CFWM)	Int Term Bond	0.00	0.10
<input type="checkbox"/> Vanguard Long-Term Inv-Grd Adm (CHNG)	Int Term Bond	0.00	0.12
<input type="checkbox"/> Vanguard LT Treasury Adm (CN4H)	Int Term Bond	0.00	0.10
<input checked="" type="checkbox"/> Vanguard Total Bnd Mkt Idx Adm (CFX4)	Int Term Bond	0.00	0.05
<input type="checkbox"/> Virtus Seix Tot Ret Bond R6 (CJNV)	Int Term Bond	0.00	0.31
<input type="checkbox"/> Voya Interm Bond R6 (CNXY)	Int Term Bond	0.00	0.30
<input type="checkbox"/> Western Asset Core Plus Bnd IS (LMWB)	Int Term Bond	0.00	0.42
<input type="checkbox"/> WT BlkRk US Debt Idx (CJFY)	Int Term Bond	0.00	0.05
<input type="checkbox"/> WT Core Bond Cl R1 (CJFW)	Int Term Bond	0.00	0.25



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<input type="checkbox"/> WT Core Plus Bond Cl R1 (CM7T)	Int Term Bond	0.00	0.35
<input type="checkbox"/> Franklin Strat Inc R6 (CFMT)	Multisector Bond	0.00	0.51
<input type="checkbox"/> Jan Hen MultiSector Income N (CJWG)	Multisector Bond	0.00	0.64
<input type="checkbox"/> JPMorgan Income R6 (CM9N)	Multisector Bond	0.00	0.42
<input type="checkbox"/> Loomis Sayles Bond N (CK9P)	Multisector Bond	0.00	0.59
<input type="checkbox"/> Lord Abbett Bond Debenture R6 (CM4H)	Multisector Bond	0.00	0.52
<input type="checkbox"/> PIMCO Income Instl (CFPT)	Multisector Bond	0.00	1.09
<input type="checkbox"/> Pioneer Strat Inc K (CFP6)	Multisector Bond	0.00	0.63
<input type="checkbox"/> AB Global Bond Z (CJTY)	World Bond	0.00	0.50
<input type="checkbox"/> AmerFds Cap World Bond R6 (CG4R)	World Bond	0.00	0.49
<input type="checkbox"/> BlackRock Strategic Gbl Bd K (CN4T)	World Bond	0.00	0.59
<input type="checkbox"/> Brandywine Global Opp Bd IS (CJTG)	World Bond	0.00	0.58
<input type="checkbox"/> DFA FiveYear Gbl Fix Inc I (CJKV)	World Bond	0.00	0.26
<input type="checkbox"/> DFA World ex US Govt Fxd Inc I (CFMP)	World Bond	0.00	0.20
<input type="checkbox"/> GuideStone Global Bond Instl (CMHX)	World Bond	0.00	0.55
<input type="checkbox"/> Hartford World Bond R6 (CKMW)	World Bond	0.00	0.65
<input type="checkbox"/> Invesco Intl Bond R6 (OIBI)	World Bond	0.00	0.62
<input type="checkbox"/> JPMorgan Global Bond Opps R6 (CM9J)	World Bond	0.00	0.50
<input type="checkbox"/> PGIM Global Total Return R6 (CK97)	World Bond	0.00	0.56
<input type="checkbox"/> PIMCO Gbl Bd Opp USD-Hdg Inst (CMY6)	World Bond	0.00	0.59
<input type="checkbox"/> PIMCO Intl Bond USD Hdg Instl (CKFW)	World Bond	0.00	0.60
<input type="checkbox"/> Templeton Global Bond R6 (CFTR)	World Bond	0.00	0.56
<input type="checkbox"/> Vanguard Total Int Bnd Idx Adm (CFX6)	World Bond	0.00	0.11
<input type="checkbox"/> Columbia Emerging Mkts Bond I3 (CFKV)	Emerging Market Bond	0.00	0.69
<input type="checkbox"/> MFS Emerging Mkts Debt R6 (CFNV)	Emerging Market Bond	0.00	0.72

<b>Investment Option High Yield Bonds</b>	<b>Investment Type</b>	<b>Revenue Sharing %</b>	<b>Expense Ratio %</b>
<input type="checkbox"/> AmerFds American High-Inc R6 (CKFH)	High Yield Bond	0.00	0.34
<input type="checkbox"/> BlackRock High Yield Bond K (CH3J)	High Yield Bond	0.00	0.51
<input type="checkbox"/> Diamond Hill Corp Credit Y (CNY9)	High Yield Bond	0.00	0.51
<input type="checkbox"/> Fed Herm Instl High Yld R6 (CJV9)	High Yield Bond	0.00	0.49
<input type="checkbox"/> Fed Herm Opp High Yld R6 (CHRJ)	High Yield Bond	0.00	0.72
<input type="checkbox"/> Frost Credit Inst (CHRT)	High Yield Bond	0.00	0.71
<input type="checkbox"/> Ivy High Income N (CHR3)	High Yield Bond	0.00	0.58
<input type="checkbox"/> Lord Abbett High Yield R6 (CFNT)	High Yield Bond	0.00	0.62
<input type="checkbox"/> Neuberger Berman High Inc R6 (CM67)	High Yield Bond	0.00	0.60
<input checked="" type="checkbox"/> PGIM High-Yield R6 (CFP9)	High Yield Bond	0.00	0.40
<input type="checkbox"/> PIMCO High Yield Instl (CFPR)	High Yield Bond	0.00	0.57
<input type="checkbox"/> Vanguard High-Yield Corp Adm (CFWJ)	High Yield Bond	0.00	0.13

<b>Investment Option Balanced</b>	<b>Investment Type</b>	<b>Revenue Sharing %</b>	<b>Expense Ratio %</b>
<input type="checkbox"/> AB Global Risk Alloc I (CN3R)	Balanced	0.00	1.07
<input type="checkbox"/> AmerCent Strat Alloc Agrsv R6 (CFHK)	Balanced	0.00	0.48



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<input type="checkbox"/> AmerCent Strat Alloc Consv R6 (CFHM)	Balanced	0.00	0.51
<input type="checkbox"/> AmerCent Strat Alloc Mod R6 (CFHN)	Balanced	0.00	0.51
<input type="checkbox"/> AmerFds American Balanced R6 (CFJH)	Balanced	0.00	0.26
<input type="checkbox"/> AmerFds Income Fund of Amer R6 (CJ94)	Balanced	0.00	0.26
<input type="checkbox"/> BlackRock MultAsst Inc Port K (CGVW)	Balanced	0.00	0.54
<input type="checkbox"/> BMO Aggressive Allocation R6 (CGPX)	Balanced	0.00	0.45
<input type="checkbox"/> BMO Balanced Allocation R6 (CGPY)	Balanced	0.00	0.47
<input type="checkbox"/> BMO Conservative Allocation R6 (CGP6)	Balanced	0.00	0.44
<input type="checkbox"/> BMO Growth Allocation R6 (CGP7)	Balanced	0.00	0.46
<input type="checkbox"/> BMO Moderate Allocation R6 (CGP9)	Balanced	0.00	0.42
<input type="checkbox"/> Calvert Balanced R6 (CM49)	Balanced	0.00	0.64
<input type="checkbox"/> DFA Global 25/75 I (CFKY)	Balanced	0.00	0.24
<input type="checkbox"/> DFA Global 60/40 I (CFK3)	Balanced	0.00	0.25
<input type="checkbox"/> Fid Inv Trust Agg A (CH3T)	Balanced	0.00	0.93
<input type="checkbox"/> Fid Inv Trust Bal A (CH3W)	Balanced	0.00	0.93
<input type="checkbox"/> Fid Inv Trust Cnsrv A (CH3Y)	Balanced	0.00	0.94
<input type="checkbox"/> Fid Inv Trust Growth A (CH36)	Balanced	0.00	0.92
<input type="checkbox"/> Fid Inv Trust Mod-Cnsrv A (CH39)	Balanced	0.00	0.94
<input type="checkbox"/> Fidelity Advisor Balanced Z (CGWR)	Balanced	0.00	0.48
<input type="checkbox"/> Franklin Income R6 (CHRN)	Balanced	0.00	0.40
<input type="checkbox"/> Franklin Managed Income R6 (CKWN)	Balanced	0.00	0.60
<input type="checkbox"/> GuideStone Balanced Allc Inv (CKGR)	Balanced	0.00	1.03
<input type="checkbox"/> GuideStone Cons Allc Inv (CKGV)	Balanced	0.00	0.92
<input type="checkbox"/> GuideStone Def Mkt Strat Inv (CKGX)	Balanced	0.00	0.94
<input type="checkbox"/> GuideStone Growth Alloc Inv (CKG3)	Balanced	0.00	1.14
<input type="checkbox"/> Hartford Balanced Income R6 (CKMY)	Balanced	0.00	0.58
<input type="checkbox"/> Ivy Balanced N (CFNH)	Balanced	0.00	0.71
<input type="checkbox"/> Jan Hen Balanced N (CFNJ)	Balanced	0.00	0.58
<input type="checkbox"/> JHancock Balanced R6 (CKVX)	Balanced	0.00	0.67
<input type="checkbox"/> JHancock MM LF Aggressive R6 (CM4Y)	Balanced	0.00	1.04
<input type="checkbox"/> JHancock MM LF Balanced R6 (CM4T)	Balanced	0.00	0.93
<input type="checkbox"/> JHancock MM LF Conservative R6 (CM4K)	Balanced	0.00	0.85
<input type="checkbox"/> JHancock MM LF Growth R6 (CM4W)	Balanced	0.00	0.97
<input type="checkbox"/> JHancock MM LF Moderate R6 (CM4P)	Balanced	0.00	0.88
<input type="checkbox"/> JPMorgan Global Allocation R6 (CM46)	Balanced	0.00	0.68
<input type="checkbox"/> JPMorgan Income Builder R6 (CK3W)	Balanced	0.00	0.52
<input type="checkbox"/> MFS Total Return R6 (CJ4R)	Balanced	0.00	0.40
<input type="checkbox"/> Oakmark Equity and Inc Instl (CK9M)	Balanced	0.00	0.63
<input type="checkbox"/> PIMCO All Asset Instl (CJPN)	Balanced	0.00	1.19
<input type="checkbox"/> Pioneer Balanced ESG K (CK6W)	Balanced	0.00	0.66
<input type="checkbox"/> Putnam Dyn Asset Alloc Bal R6 (CHT9)	Balanced	0.00	0.63
<input type="checkbox"/> Putnam Dyn Asset Alloc Cnsv R6 (CHVJ)	Balanced	0.00	0.64
<input type="checkbox"/> Putnam Dyn Asset Alloc Gr R6 (CHVN)	Balanced	0.00	0.70
<input type="checkbox"/> T Rowe Price Spec Mod Gr I (CNVJ)	Balanced	0.00	0.66



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<input type="checkbox"/> TIAA-CREF Lifecycle Ret Instl (CH9W)	Balanced	0.00	0.37
<input type="checkbox"/> TIAA-CREF Lifestyle Agg Gr Ins (CJMW)	Balanced	0.00	0.60
<input type="checkbox"/> TIAA-CREF Lifestyle Cons Instl (CJMK)	Balanced	0.00	0.47
<input type="checkbox"/> TIAA-CREF Lifestyle Growth Ins (CJMT)	Balanced	0.00	0.56
<input type="checkbox"/> TIAA-CREF Lifestyle Inc Instl (CJMG)	Balanced	0.00	0.43
<input type="checkbox"/> TIAA-CREF Lifestyle Mod Instl (CJMP)	Balanced	0.00	0.52
<input type="checkbox"/> TRowePrice Ret Bal I (CFR4)	Balanced	0.00	0.35
<input type="checkbox"/> Vanguard Balanced Index Adm (CFVX)	Balanced	0.00	0.07
<input type="checkbox"/> Vanguard LifeStrat Csrv Gr Inv (CFWP)	Balanced	0.00	0.12
<input type="checkbox"/> Vanguard LifeStrat Grth Inv (CFWR)	Balanced	0.00	0.14
<input type="checkbox"/> Vanguard LifeStrat Inc Inv (CFWT)	Balanced	0.00	0.11
<input type="checkbox"/> Vanguard LifeStrat Mod Gr Inv (CFWV)	Balanced	0.00	0.13
<input type="checkbox"/> Vanguard Wellesley Income Adm (CG79)	Balanced	0.00	0.16

Investment Option	Investment Type	Revenue Sharing %	Expense Ratio %
<b>Large-Cap Stocks</b>			
<input type="checkbox"/> AmerCent Eqty Inc R6 (CFGM)	Large Cap Value	0.00	0.57
<input type="checkbox"/> AmerFds American Mutual R6 (CJ9T)	Large Cap Value	0.00	0.28
<input type="checkbox"/> American Beacon Lg Val R5 (CMPR)	Large Cap Value	0.00	0.63
<input type="checkbox"/> BlackRock Equity Dividend K (CF46)	Large Cap Value	0.00	0.59
<input type="checkbox"/> Columbia Dividend Income I3 (CM6G)	Large Cap Value	0.00	0.57
<input type="checkbox"/> Columbia Sel Large Val Inst3 (CM9G)	Large Cap Value	0.00	0.43
<input type="checkbox"/> DFA US Large Cap Value I (CJKR)	Large Cap Value	0.00	0.26
<input type="checkbox"/> DIAMONDHILL LG CP POR R2 (CH97)	Large Cap Value	0.00	0.50
<input type="checkbox"/> Franklin Equity Income R6 (CKT7)	Large Cap Value	0.00	0.52
<input type="checkbox"/> GoldmanSachs LCPVAL Insght R6 (CFM3)	Large Cap Value	0.00	0.55
<input type="checkbox"/> GuideStone Value Equity Instl (CMJT)	Large Cap Value	0.00	0.63
<input type="checkbox"/> Hartford Dividend and Grwth R6 (CKMG)	Large Cap Value	0.00	0.66
<input type="checkbox"/> Invesco Comstock R6 (CN3X)	Large Cap Value	0.00	0.42
<input type="checkbox"/> Invesco Diversified Div R6 (CFM7)	Large Cap Value	0.00	0.42
<input type="checkbox"/> JPMorgan Equity Income R6 (CGY7)	Large Cap Value	0.00	0.49
<input type="checkbox"/> JPMorgan Large Cap Value R6 (CJT4)	Large Cap Value	0.00	0.44
<input type="checkbox"/> JPMorgan Value Advantage R6 (CHMV)	Large Cap Value	0.00	0.63
<input type="checkbox"/> Knights of Columbus Lg Val I (CGFV)	Large Cap Value	0.00	0.90
<input type="checkbox"/> Lord Abbett Affiliated R6 (CK4N)	Large Cap Value	0.00	0.38
<input type="checkbox"/> MFS Val R6 (CFN7)	Large Cap Value	0.00	0.47
<input type="checkbox"/> Pioneer Eqty Inc K (CFPY)	Large Cap Value	0.00	0.66
<input type="checkbox"/> Putnam Equity Inc R6 (CH7R)	Large Cap Value	0.00	0.55
<input type="checkbox"/> T Rowe Price Value I (CNFJ)	Large Cap Value	0.00	0.63
<input checked="" type="checkbox"/> TIAA-CREF LgCap Val Indx Instl (CFT3)	Large Cap Value	0.00	0.05
<input type="checkbox"/> TRowePrice Eqty Inc I (CFRV)	Large Cap Value	0.00	0.54
<input type="checkbox"/> USAA Income Stock R6 (CNYH)	Large Cap Value	0.00	0.65
<input type="checkbox"/> Vanguard Equity-Income Adm (CFV6)	Large Cap Value	0.00	0.18
<input type="checkbox"/> Vanguard High Div Yld Idx Adm (CNV4)	Large Cap Value	0.00	0.08
<input type="checkbox"/> Vanguard Value Index Adm (CFYH)	Large Cap Value	0.00	0.05



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<input checked="" type="checkbox"/> Virtus Ceredex LCV Eqty R6 (CFRM)	Large Cap Value	0.00	0.72
<input type="checkbox"/> AmerFds Fndamental Invs R6 (CFJN)	Large Cap Blend	0.00	0.28
<input type="checkbox"/> AmerFds Invmt Co of Amer R6 (CJVF)	Large Cap Blend	0.00	0.27
<input type="checkbox"/> AmerFds Washington Mutual R6 (CFJW)	Large Cap Blend	0.00	0.27
<input type="checkbox"/> Auxier Focus Instl (CNMJ)	Large Cap Blend	0.00	0.80
<input type="checkbox"/> BNY Mellon Sust US Equity Y (CK64)	Large Cap Blend	0.00	0.70
<input type="checkbox"/> Calvert US LgCp Cr Rspb Idx R6 (CJR6)	Large Cap Blend	0.00	0.19
<input type="checkbox"/> ClearBridge Appreciation IS (CJTN)	Large Cap Blend	0.00	0.57
<input type="checkbox"/> Columbia Contrarian Core Inst3 (CMP6)	Large Cap Blend	0.00	0.64
<input type="checkbox"/> DFA US Core Equity 1I (CNW3)	Large Cap Blend	0.00	0.17
<input type="checkbox"/> DFA US Large Company I (CFMJ)	Large Cap Blend	0.00	0.08
<input type="checkbox"/> DFA US Sustainability Core 1 (CJKX)	Large Cap Blend	0.00	0.23
<input checked="" type="checkbox"/> Fidelity 500 US Index (CJYG)	Large Cap Blend	0.00	0.02
<input type="checkbox"/> Fidelity Advisor Div Stock Z (CGWV)	Large Cap Blend	0.00	0.50
<input type="checkbox"/> Fidelity Tot Mkt Idx Intl Prem (CKGJ)	Large Cap Blend	0.00	0.02
<input type="checkbox"/> Fidelity US Sustainability Idx (CK69)	Large Cap Blend	0.00	0.11
<input type="checkbox"/> Franklin Rising Dividends R6 (CKVM)	Large Cap Blend	0.00	0.53
<input type="checkbox"/> Goldman Sachs US Eqty Ins R6 (CGYX)	Large Cap Blend	0.00	0.54
<input type="checkbox"/> GuideStone Equity Index Instl (CMHR)	Large Cap Blend	0.00	0.13
<input type="checkbox"/> Hartford Core Equity R6 (CMGR)	Large Cap Blend	0.00	0.39
<input type="checkbox"/> Invesco EquallyWtd SP 500 R6 (CMPK)	Large Cap Blend	0.00	0.16
<input type="checkbox"/> iShares Russell 1000LgCp Idx K (CMRJ)	Large Cap Blend	0.00	0.08
<input type="checkbox"/> iShares SP 500 Index K (CJTK)	Large Cap Blend	0.00	0.03
<input type="checkbox"/> iShares TotalUS Stck Mkt Idx K (CK9W)	Large Cap Blend	0.00	0.03
<input type="checkbox"/> JHancock ESG Large Cap Core R6 (CK7G)	Large Cap Blend	0.00	0.82
<input type="checkbox"/> JHancock Fundamental LCCore R6 (CK3H)	Large Cap Blend	0.00	0.67
<input type="checkbox"/> MFS Core Equity R6 (CK39)	Large Cap Blend	0.00	0.67
<input type="checkbox"/> NeubergerBerman Sust Eqty R6 (CKP7)	Large Cap Blend	0.00	0.59
<input type="checkbox"/> Northern US Quality ESG (CMXG)	Large Cap Blend	0.00	0.39
<input type="checkbox"/> PIMCO StckPlus Instl (CNMP)	Large Cap Blend	0.00	0.56
<input type="checkbox"/> T Rowe Price Dividend Gr I (CK4G)	Large Cap Blend	0.00	0.50
<input type="checkbox"/> TIAA-CREF Social Choice Eq I (CG4W)	Large Cap Blend	0.00	0.17
<input type="checkbox"/> Touchstone Focused Instl (CHVW)	Large Cap Blend	0.00	0.83
<input type="checkbox"/> Touchstone Lg Cp Focused Instl (CJVM)	Large Cap Blend	0.00	0.71
<input type="checkbox"/> Vanguard 500 Index Adm (CFVW)	Large Cap Blend	0.00	0.04
<input type="checkbox"/> Vanguard Dividend Growth Inv (CM34)	Large Cap Blend	0.00	0.27
<input type="checkbox"/> Vanguard FTSE Social Index Adm (CK47)	Large Cap Blend	0.00	0.14
<input type="checkbox"/> Vanguard Growth and Inc Adm (CNVW)	Large Cap Blend	0.00	0.23
<input type="checkbox"/> Vanguard Total Stk Mkt Idx Adm (CFX9)	Large Cap Blend	0.00	0.04
<input type="checkbox"/> WT BlackRck Eq Idx Cl R (CJFH)	Large Cap Blend	0.00	0.03
<input type="checkbox"/> AB Large Cap Growth Z (CJR9)	Large Cap Growth	0.00	0.55
<input type="checkbox"/> Alger Cap Appreciation Instl Y (CJWK)	Large Cap Growth	0.00	0.75
<input type="checkbox"/> AmerCent Growth R6 (CFGN)	Large Cap Growth	0.00	0.63
<input type="checkbox"/> AmerCent Ultra R6 (CFHP)	Large Cap Growth	0.00	0.62



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<input type="checkbox"/> AmerFds AMCAP R6 (CFJG)	Large Cap Growth	0.00	0.34
<input type="checkbox"/> AmerFds Grth Fd of America R6 (CFJV)	Large Cap Growth	0.00	0.31
<input type="checkbox"/> American Funds New Economy R6 (CJ9P)	Large Cap Growth	0.00	0.43
<input type="checkbox"/> BMO LgCap Growth R6 (CHYX)	Large Cap Growth	0.00	0.39
<input type="checkbox"/> ClearBridge Large Cap Gro IS (CHM9)	Large Cap Growth	0.00	0.64
<input type="checkbox"/> ClearBridge Sust Leaders IS (CK7X)	Large Cap Growth	0.00	0.75
<input type="checkbox"/> Columbia Sel Large Gr Inst3 (CM79)	Large Cap Growth	0.00	0.67
<input checked="" type="checkbox"/> DFA US Large Cap Growth I (CFMH)	Large Cap Growth	0.00	0.18
<input type="checkbox"/> Fed Herm Kauf Lg Cap R6 (CFMR)	Large Cap Growth	0.00	0.78
<input type="checkbox"/> Fidelity Advisor New Ins Z (CGWY)	Large Cap Growth	0.00	0.72
<input type="checkbox"/> Franklin DynaTech R6 (CKT4)	Large Cap Growth	0.00	0.51
<input type="checkbox"/> Franklin Growth Opps R6 (CN34)	Large Cap Growth	0.00	0.59
<input type="checkbox"/> Franklin Growth R6 (CGYV)	Large Cap Growth	0.00	0.49
<input type="checkbox"/> Frost Growth Equity Inst (CHRV)	Large Cap Growth	0.00	0.65
<input type="checkbox"/> GoldmanSachs Lrg Cap Gr Ins R6 (CFMY)	Large Cap Growth	0.00	0.52
<input type="checkbox"/> GuideStone Growth Equity Instl (CMH6)	Large Cap Growth	0.00	0.71
<input type="checkbox"/> Harbor Capital Apprec Ret (CMW6)	Large Cap Growth	0.00	0.59
<input type="checkbox"/> Hartford Growth Opp R6 (CKMP)	Large Cap Growth	0.00	0.76
<input type="checkbox"/> JHancock ESG All Cap Core R6 (CK7R)	Large Cap Growth	0.00	0.82
<input type="checkbox"/> JHancock US Gbl Leaders Gr R6 (CK3F)	Large Cap Growth	0.00	0.80
<input type="checkbox"/> JPMorgan Large Cap Growth R6 (CJVH)	Large Cap Growth	0.00	0.44
<input type="checkbox"/> Knights of Columbus Lg Gr I (CGFT)	Large Cap Growth	0.00	0.90
<input type="checkbox"/> MainStay Winslow LC Gr R6 (CJYX)	Large Cap Growth	0.00	0.64
<input type="checkbox"/> MFS Growth R6 (CFNW)	Large Cap Growth	0.00	0.57
<input type="checkbox"/> MFS Mass Invs Grth Stk R6 (CFN3)	Large Cap Growth	0.00	0.38
<input type="checkbox"/> PGIM Jenn Focused Gro R6 (CHT4)	Large Cap Growth	0.00	0.67
<input type="checkbox"/> Pioneer Fndamental Grth K (CFP3)	Large Cap Growth	0.00	0.66
<input type="checkbox"/> Principal Lg Cap Gr I R6 (CJ3Y)	Large Cap Growth	0.00	0.59
<input type="checkbox"/> Putnam Growth Opportunities R6 (CG39)	Large Cap Growth	0.00	0.66
<input type="checkbox"/> Putnam Sustainable Leaders R6 (CK73)	Large Cap Growth	0.00	0.67
<input type="checkbox"/> T.Rowe Price New Amer Gr I (CJNX)	Large Cap Growth	0.00	0.65
<input type="checkbox"/> TIAA-CREF Grth & Inc Instl (CFTW)	Large Cap Growth	0.00	0.41
<input checked="" type="checkbox"/> TIAA-CREF LgCapGrth Indx Instl (CFTY)	Large Cap Growth	0.00	0.05
<input type="checkbox"/> TRowePrice BlueChip Grth I (CFRT)	Large Cap Growth	0.00	0.56
<input type="checkbox"/> TRowePrice Grth Stock I (CFRW)	Large Cap Growth	0.00	0.52
<input type="checkbox"/> USAA Nasdaq 100 Idx R6 (CNX7)	Large Cap Growth	0.00	0.40
<input type="checkbox"/> Vanguard Growth Index Adm (CFWG)	Large Cap Growth	0.00	0.05
<input type="checkbox"/> Vanguard US Growth Adm (CFYG)	Large Cap Growth	0.00	0.28

Investment Option	Investment Type	Revenue Sharing %	Expense Ratio %
<b>Mid-Cap Stocks</b>			
<input type="checkbox"/> AllianzGI Mid Value R6 (CNXR)	Mid Cap Value	0.00	0.60
<input checked="" type="checkbox"/> AmerCent MidCap Val R6 (CFG9)	Mid Cap Value	0.00	0.63
<input type="checkbox"/> American Beacon Mid Val R5 (CMPV)	Mid Cap Value	0.00	0.93
<input type="checkbox"/> BMO Mid-Cap Value R6 (CGV3)	Mid Cap Value	0.00	0.84



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<input type="checkbox"/> Fidelity Advisor MidCap Val Z (CJX6)	Mid Cap Value	0.00	0.33
<input type="checkbox"/> Harbor MidCap Value Ret (CMW9)	Mid Cap Value	0.00	0.78
<input type="checkbox"/> Invesco American Value R6 (CNGP)	Mid Cap Value	0.00	0.73
<input type="checkbox"/> Lord Abbett Mid Cap Stock R6 (CM9R)	Mid Cap Value	0.00	0.65
<input type="checkbox"/> MFS Mid Cap Value R6 (CFN4)	Mid Cap Value	0.00	0.68
<input type="checkbox"/> Nuveen Mid Cap Value R6 (CJ39)	Mid Cap Value	0.00	0.77
<input type="checkbox"/> PGIM QMA Mid-Cap Value R6 (CG37)	Mid Cap Value	0.00	0.73
<input type="checkbox"/> Putnam Sustainable Future R6 (CK7V)	Mid Cap Value	0.00	0.68
<input type="checkbox"/> Vanguard MidCap Value Idx Adm (CMG3)	Mid Cap Value	0.00	0.07
<input type="checkbox"/> Vanguard Selected Value Inv (CFW6)	Mid Cap Value	0.00	0.33
<input type="checkbox"/> Victory Integrity MCV R6 (CKRM)	Mid Cap Value	0.00	0.60
<input type="checkbox"/> Virtus Ceredex MCV Eqty R6 (CFRN)	Mid Cap Value	0.00	0.79
<input type="checkbox"/> Wells Fargo Sp Mid Cap Val R6 (CJ3F)	Mid Cap Value	0.00	0.72
<input type="checkbox"/> ClearBridge Mid Cap I (CMT6)	Mid Cap Blend	0.00	0.85
<input type="checkbox"/> Fidelity Extended Market Idx (CK4X)	Mid Cap Blend	0.00	0.05
<input checked="" type="checkbox"/> Fidelity MidCap Index (CJYR)	Mid Cap Blend	0.00	0.03
<input type="checkbox"/> GoldmanSachs MidCap Val R6 (CFM4)	Mid Cap Blend	0.00	0.83
<input type="checkbox"/> iShares Russell MidCap Index K (CJVP)	Mid Cap Blend	0.00	0.07
<input type="checkbox"/> JPMorgan Mid Cap Value R6 (CG3M)	Mid Cap Blend	0.00	0.73
<input type="checkbox"/> Lord Abbett Value Opps R6 (CG3R)	Mid Cap Blend	0.00	0.83
<input type="checkbox"/> Principal MidCap SP 400 Idx R6 (CKR9)	Mid Cap Blend	0.00	0.17
<input type="checkbox"/> Vanguard Extended Mkt Idx Adm (CFV9)	Mid Cap Blend	0.00	0.06
<input type="checkbox"/> Vanguard Mid Cap Index Adm (CFW3)	Mid Cap Blend	0.00	0.05
<input type="checkbox"/> Vanguard Strategic Equity Inv (CNV7)	Mid Cap Blend	0.00	0.17
<input type="checkbox"/> AB Discovery Growth Z (CHP4)	Mid Cap Growth	0.00	0.66
<input type="checkbox"/> AmerCent Heritage R6 (CFGP)	Mid Cap Growth	0.00	0.66
<input type="checkbox"/> Baron Asset R6 (CMVY)	Mid Cap Growth	0.00	1.05
<input type="checkbox"/> BlackRock Mid-Cap Gro Equity K (CHKW)	Mid Cap Growth	0.00	0.75
<input type="checkbox"/> Franklin SMID Cap Growth R6 (CKVT)	Mid Cap Growth	0.00	0.50
<input type="checkbox"/> Goldman Sachs Small Mid Gr R6 (CNXV)	Mid Cap Growth	0.00	0.93
<input type="checkbox"/> GoldmanSachs Growth Ops R6 (CFMW)	Mid Cap Growth	0.00	0.89
<input type="checkbox"/> Hartford MidCap R6 (CJH4)	Mid Cap Growth	0.00	0.75
<input type="checkbox"/> Invesco Disc MidCapGr R6 (CJN3)	Mid Cap Growth	0.00	0.66
<input type="checkbox"/> Ivy Mid Cap Growth N (CK3T)	Mid Cap Growth	0.00	0.79
<input type="checkbox"/> Jan Hen Enterprise N (CFNK)	Mid Cap Growth	0.00	0.66
<input type="checkbox"/> JPMorgan Mid Cap Growth R6 (CG3J)	Mid Cap Growth	0.00	0.74
<input checked="" type="checkbox"/> MFS Mid Cap Growth R6 (CHTX)	Mid Cap Growth	0.00	0.74
<input type="checkbox"/> Nationwide Geneva MidCap Gr R6 (CMVG)	Mid Cap Growth	0.00	0.82
<input type="checkbox"/> Nuveen Mid Cap Growth Opps R6 (CJ9M)	Mid Cap Growth	0.00	0.79
<input type="checkbox"/> PGIM Jenn MidCap Grth R6 (CFRH)	Mid Cap Growth	0.00	0.59
<input type="checkbox"/> Pioneer Sel Mid Cap Growth K (CFP4)	Mid Cap Growth	0.00	0.67
<input type="checkbox"/> Touchstone Mid Cap Growth Inst (CHVY)	Mid Cap Growth	0.00	0.94
<input type="checkbox"/> Vanguard Mid Cap Growth Inv (CFWY)	Mid Cap Growth	0.00	0.36
<input type="checkbox"/> Vanguard MidCap Growth Idx Adm (CMG7)	Mid Cap Growth	0.00	0.07





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<input type="checkbox"/> William Blair SmMidCap Gr I (CKWR)	Mid Cap Growth	0.00	1.10
<b>Investment Option</b> <b>Small-Cap Stocks</b>	<b>Investment Type</b>	<b>Revenue Sharing %</b>	<b>Expense Ratio %</b>
<input type="checkbox"/> AB Discovery Value Z (CHP6)	Small Cap Value	0.00	0.79
<input type="checkbox"/> AllianzGI NFJ SmCap Val R6 (CFGJ)	Small Cap Value	0.00	0.78
<input type="checkbox"/> AmBeacon Sm Cap Val R6 (CH4N)	Small Cap Value	0.00	0.80
<input type="checkbox"/> AmerCent SmCap Val R6 (CFHJ)	Small Cap Value	0.00	0.90
<input type="checkbox"/> BMO Small-Cap Value R6 (CGV4)	Small Cap Value	0.00	0.84
<input type="checkbox"/> Delaware Sm Cap Val R6 (CJM4)	Small Cap Value	0.00	0.72
<input type="checkbox"/> DFA US Small Cap Value I (CNWX)	Small Cap Value	0.00	0.51
<input type="checkbox"/> DFA US Targeted Val I (CFMN)	Small Cap Value	0.00	0.36
<input type="checkbox"/> Franklin Small Cap Value R6 (CHRP)	Small Cap Value	0.00	0.63
<input checked="" type="checkbox"/> Jan Hen Small Cap Val N (CFPN)	Small Cap Value	0.00	0.68
<input type="checkbox"/> JPMorgan Small Cap Value R6 (CMPH)	Small Cap Value	0.00	0.76
<input type="checkbox"/> Nuveen Small Cap Value R6 (CG3V)	Small Cap Value	0.00	0.75
<input type="checkbox"/> PGIM QMA Small-Cap Val R6 (CHM3)	Small Cap Value	0.00	0.67
<input type="checkbox"/> Vanguard SmCap Value Idx Adm (CFW7)	Small Cap Value	0.00	0.07
<input type="checkbox"/> Victory Integrity SmCapVal R6 (CJ4K)	Small Cap Value	0.00	0.96
<input type="checkbox"/> Wells Fargo Sp Sm Cap Val R6 (CJ3T)	Small Cap Value	0.00	0.85
<input type="checkbox"/> AllianzGI Small-Cap R6 (CMHJ)	Small Cap Blend	0.00	0.82
<input type="checkbox"/> Calvert Small Cap R6 (CM6N)	Small Cap Blend	0.00	0.90
<input type="checkbox"/> Catholic Investor Small Cap (CGK3)	Small Cap Blend	0.00	1.05
<input type="checkbox"/> Delaware Small Cap Core R6 (CJVX)	Small Cap Blend	0.00	0.72
<input type="checkbox"/> DFA US Micro Cap I (CMGX)	Small Cap Blend	0.00	0.51
<input type="checkbox"/> DFA US Small Cap I (CGY4)	Small Cap Blend	0.00	0.35
<input type="checkbox"/> Fed Herm MDT Sm Cap Core R6 (CKFP)	Small Cap Blend	0.00	0.88
<input checked="" type="checkbox"/> Fidelity Sm Cap Index (CJYN)	Small Cap Blend	0.00	0.03
<input type="checkbox"/> Goldman Sachs SmCp Eq Insts R6 (CMP9)	Small Cap Blend	0.00	0.83
<input type="checkbox"/> GoldmanSachs SmCapVal R6 (CFM6)	Small Cap Blend	0.00	0.94
<input type="checkbox"/> GuideStone SmallCap Eqty Instl (CMJK)	Small Cap Blend	0.00	0.99
<input type="checkbox"/> iShares Russell2000 SmCp Idx K (CJV3)	Small Cap Blend	0.00	0.07
<input type="checkbox"/> Ivy Small Cap Core N (CGRH)	Small Cap Blend	0.00	0.89
<input type="checkbox"/> JPMorgan US Small Company R6 (CG3P)	Small Cap Blend	0.00	0.72
<input type="checkbox"/> Neuberger Berman Intnsc Val R6 (CMTV)	Small Cap Blend	0.00	0.91
<input type="checkbox"/> PIMCO StcksPlus Small Instl (CNMT)	Small Cap Blend	0.00	0.75
<input type="checkbox"/> Russell Inv US Small Cap Eq R6 (CG4K)	Small Cap Blend	0.00	0.99
<input type="checkbox"/> Touchstone Small Co R6 (CN3G)	Small Cap Blend	0.00	0.80
<input type="checkbox"/> Vanguard Small Cap Index Adm (CFXG)	Small Cap Blend	0.00	0.05
<input type="checkbox"/> WT BlRk Russell 2000 Idx Cl R (CJFM)	Small Cap Blend	0.00	0.05
<input type="checkbox"/> AB Small Cap Growth Z (CHP7)	Small Cap Growth	0.00	0.83
<input type="checkbox"/> Alger Small Cap Focus Y (CJWN)	Small Cap Growth	0.00	0.85
<input type="checkbox"/> BlackRock Adv Small Cap Gr K (CMP3)	Small Cap Growth	0.00	0.45
<input type="checkbox"/> DFA US Small Cap Growth I (CFMK)	Small Cap Growth	0.00	0.37
<input type="checkbox"/> Fed Herm Kauf SmallCap IS (CN4P)	Small Cap Growth	0.00	0.91



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<input type="checkbox"/> Fed Herm MDT Sm Cap Gr R6 (CGWM)	Small Cap Growth	0.00	0.88
<input type="checkbox"/> Franklin Small Cap Growth R6 (CKVP)	Small Cap Growth	0.00	0.66
<input type="checkbox"/> Invesco SmCap Grth R6 (CFNG)	Small Cap Growth	0.00	0.71
<input type="checkbox"/> Jan Hen Triton N (CFNP)	Small Cap Growth	0.00	0.66
<input type="checkbox"/> JPMorgan Small Cap Gr R6 (CJ4G)	Small Cap Growth	0.00	0.74
<input type="checkbox"/> Loomis Sayles Sm Cap Gr N (CJ3W)	Small Cap Growth	0.00	0.82
<input type="checkbox"/> Lord Abbett Dev Growth R6 (CFNR)	Small Cap Growth	0.00	0.60
<input type="checkbox"/> Nationwide Geneva SmCp Gr R6 (CMVJ)	Small Cap Growth	0.00	0.86
<input type="checkbox"/> Neuberger Berman SmCp Grth R6 (CK9T)	Small Cap Growth	0.00	0.82
<input type="checkbox"/> PGIM Jenn Small Comp R6 (CHMY)	Small Cap Growth	0.00	0.69
<input type="checkbox"/> Principal SmallCap Growth I R6 (CKTG)	Small Cap Growth	0.00	0.86
<input checked="" type="checkbox"/> Vanguard Explorer Adm (CFV7)	Small Cap Growth	0.00	0.34
<input type="checkbox"/> Vanguard SmCap Grth Idx Adm (CFW9)	Small Cap Growth	0.00	0.07
<input type="checkbox"/> Victory RS SmCap Gr R6 (CHWX)	Small Cap Growth	0.00	1.06
<input type="checkbox"/> WT Small Cap Growth I1 (CM6R)	Small Cap Growth	0.00	0.59

<b>Investment Option</b>	<b>Investment Type</b>	<b>Revenue Sharing %</b>	<b>Expense Ratio %</b>
<b>Foreign Stocks</b>			
<input type="checkbox"/> AmerCent Emerging Mkts R6 (CFGK)	Diversified Emerg Mkt	0.00	0.90
<input type="checkbox"/> AmerFds New World R6 (CFJR)	Diversified Emerg Mkt	0.00	0.60
<input type="checkbox"/> Baron Emerging Markets R6 (CJ3M)	Diversified Emerg Mkt	0.00	1.09
<input type="checkbox"/> Delaware Emerging Markets R6 (CMGV)	Diversified Emerg Mkt	0.00	1.25
<input type="checkbox"/> DFA Em Mkt Sustn Cor 1 Instl (CJNM)	Diversified Emerg Mkt	0.00	0.64
<input type="checkbox"/> DFA Em Mkts Core Equity I (CJPK)	Diversified Emerg Mkt	0.00	0.48
<input type="checkbox"/> DFA Emerging Markets I (CFKX)	Diversified Emerg Mkt	0.00	0.43
<input type="checkbox"/> DWS Emerging Markets Equity R6 (CKYN)	Diversified Emerg Mkt	0.00	0.93
<input type="checkbox"/> Fidelity Emerging Markets Idx (CK6F)	Diversified Emerg Mkt	0.00	0.08
<input type="checkbox"/> GoldmanSachs Emerg Mkts Eq R6 (CJT7)	Diversified Emerg Mkt	0.00	1.19
<input type="checkbox"/> GuideStone Emerg Mkts Eq Instl (CMHN)	Diversified Emerg Mkt	0.00	1.20
<input type="checkbox"/> Ivy Emerging Markets Equity N (CMFK)	Diversified Emerg Mkt	0.00	0.99
<input type="checkbox"/> JPMorgan Emg Mkts Eq R6 (CMY9)	Diversified Emerg Mkt	0.00	0.79
<input type="checkbox"/> Parametric Emerging Markets R6 (CMVN)	Diversified Emerg Mkt	0.00	1.14
<input type="checkbox"/> Russell Inv Emerging Mkts R6 (CG4F)	Diversified Emerg Mkt	0.00	1.10
<input type="checkbox"/> Thornburg Developing World R6 (CNFM)	Diversified Emerg Mkt	0.00	0.99
<input checked="" type="checkbox"/> Vanguard Emrg Mkts Stk Idx Adm (CFV3)	Diversified Emerg Mkt	0.00	0.14
<input type="checkbox"/> Victory Sophus Em Mkt R6 (CKRF)	Diversified Emerg Mkt	0.00	0.89
<input type="checkbox"/> Virtus Vontobel EmMkts Opps R6 (CKG9)	Diversified Emerg Mkt	0.00	0.98
<input type="checkbox"/> Columbia Acorn Intl I3 (CFKT)	Foreign Small/Mid Eqty	0.00	0.88
<input type="checkbox"/> Invesco Global Opps R6 (CG3X)	Foreign Small/Mid Eqty	0.00	0.69
<input type="checkbox"/> Invesco Intl Small Company R6 (CM7H)	Foreign Small/Mid Eqty	0.00	1.13
<input type="checkbox"/> Victory Triv Int Sm-Cp R6 (CG47)	Foreign Small/Mid Eqty	0.00	1.10
<input type="checkbox"/> AmBeacon Intl Eq R6 (CH4K)	Foreign Value	0.00	0.69
<input type="checkbox"/> ClearBridge Internat Value IS (CHM6)	Foreign Value	0.00	0.81
<input type="checkbox"/> Columbia Overseas Value I3 (CGV9)	Foreign Value	0.00	0.77
<input type="checkbox"/> Hartford Schro IntMulCpVal SDR (CKJ6)	Foreign Value	0.00	0.77



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<input type="checkbox"/> Jan Hen Global Equity Income N (CHR7)	Foreign Value	0.00	0.75
<input type="checkbox"/> Templeton Foreign R6 (CG4P)	Foreign Value	0.00	0.70
<input type="checkbox"/> TRowePrice Intl Val Eq I (CFRX)	Foreign Value	0.00	0.66
<input type="checkbox"/> Wells Fargo Intl Eqty R6 (CJ3H)	Foreign Value	0.00	0.80
<input type="checkbox"/> WT Intl Stock Cl R1 (CJFP)	Foreign Value	0.00	0.32
<input type="checkbox"/> AmerFds Intl Gr and Inc R6 (CJ9W)	Foreign Blend	0.00	0.54
<input type="checkbox"/> BMO Pyrford Int St R6 (CNYP)	Foreign Blend	0.00	0.79
<input type="checkbox"/> DFA Intl Core Equity I (CFK6)	Foreign Blend	0.00	0.28
<input type="checkbox"/> DFA Intl Small Company I (CFK7)	Foreign Blend	0.00	0.52
<input type="checkbox"/> DFA Intl Sustainability Core 1 (CJK3)	Foreign Blend	0.00	0.33
<input type="checkbox"/> Fed Herm Intl Leaders R6 (CHRK)	Foreign Blend	0.00	0.93
<input type="checkbox"/> Fidelity Intl Index (CJYV)	Foreign Blend	0.00	0.04
<input type="checkbox"/> Fidelity Intl Sustain Idx (CNF6)	Foreign Blend	0.00	0.20
<input type="checkbox"/> Fidelity Total Intl Idx (CK4V)	Foreign Blend	0.00	0.06
<input type="checkbox"/> First Eagle Overseas R6 (CKX9)	Foreign Blend	0.00	0.80
<input type="checkbox"/> GoldmanSachs Int Eq Insi R6 (CFMX)	Foreign Blend	0.00	0.78
<input type="checkbox"/> GuideStone Intl Eq Instl (CMH9)	Foreign Blend	0.00	1.08
<input type="checkbox"/> Hartford Intl Opp R6 (CJPG)	Foreign Blend	0.00	0.71
<input type="checkbox"/> Hartford Schro Intl Stk SDR (CKJ9)	Foreign Blend	0.00	0.76
<input type="checkbox"/> iShares MSCI EAFE Intl Idx K (CKYR)	Foreign Blend	0.00	0.03
<input type="checkbox"/> iShares MSCI Total Intl Idx K (CMRG)	Foreign Blend	0.00	0.11
<input type="checkbox"/> Knights of Columbus Intl Eq I (CFPM)	Foreign Blend	0.00	1.10
<input type="checkbox"/> Lord Abbett Intl Opp R6 (CH7N)	Foreign Blend	0.00	0.91
<input type="checkbox"/> MFS Intl Diversification R6 (CKFM)	Foreign Blend	0.00	0.75
<input type="checkbox"/> PIMCO StckPLUS IntlUSDHdg Inst (CK6M)	Foreign Blend	0.00	1.00
<input type="checkbox"/> Thornburg Intern Value R6 (CHVT)	Foreign Blend	0.00	0.88
<input checked="" type="checkbox"/> TIAA-CREF Intl Eqty Indx Instl (CFTX)	Foreign Blend	0.00	0.06
<input type="checkbox"/> TIAA-CREF Social Choice InEq I (CG4X)	Foreign Blend	0.00	0.40
<input type="checkbox"/> TRowe Price Overseas Stock I (CKTJ)	Foreign Blend	0.00	0.66
<input type="checkbox"/> USAA INTERNATIONAL R6 (CNYF)	Foreign Blend	0.00	0.85
<input type="checkbox"/> Vanguard Dev Mkts Idx Adm (CFVY)	Foreign Blend	0.00	0.07
<input type="checkbox"/> Vanguard FTSE AllWdXUS Idx Adm (CJK9)	Foreign Blend	0.00	0.11
<input type="checkbox"/> Vanguard Total Int Stk Idx Adm (CFX7)	Foreign Blend	0.00	0.11
<input type="checkbox"/> Victory Tri Intl FdCore Eq R6 (CKRH)	Foreign Blend	0.00	0.56
<input type="checkbox"/> WT BlkRk EAFE Eq Idx Cl R (CJFT)	Foreign Blend	0.00	0.06
<input type="checkbox"/> AmerFds EuroPac Grth R6 (CFJM)	Foreign Growth	0.00	0.46
<input type="checkbox"/> ClearBridge Intl Growth IS (CK9F)	Foreign Growth	0.00	0.76
<input type="checkbox"/> Fidelity Adv China Region Z (CNWK)	Foreign Growth	0.00	0.82
<input type="checkbox"/> Fidelity Advisor Div Intl Z (CGWT)	Foreign Growth	0.00	0.77
<input type="checkbox"/> Fidelity Advisor Int Cap App Z (CGWX)	Foreign Growth	0.00	0.87
<input type="checkbox"/> Franklin Intl Growth R6 (CKVF)	Foreign Growth	0.00	0.74
<input type="checkbox"/> Hartford International Gr R6 (CK4J)	Foreign Growth	0.00	0.86
<input type="checkbox"/> Invesco Intl Growth R6 (CFPH)	Foreign Growth	0.00	0.69
<input type="checkbox"/> Invesco Intl Grth R6 (CFM9)	Foreign Growth	0.00	0.90



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<input type="checkbox"/> JHancock ESG Intl Eqty R6 (CK7J)	Foreign Growth	0.00	0.92
<input type="checkbox"/> MFS Intl Growth R6 (CMXN)	Foreign Growth	0.00	0.74
<input type="checkbox"/> Nuveen International Growth R6 (CFN9)	Foreign Growth	0.00	0.78
<input type="checkbox"/> Thornburg Intl Growth R6 (CNFR)	Foreign Growth	0.00	0.89
<input type="checkbox"/> Vanguard Intl Gr Adm (CJN9)	Foreign Growth	0.00	0.32
<input type="checkbox"/> Vanguard European Stk Idx Adm (CN37)	Europe Stock	0.00	0.10

Investment Option World Stocks	Investment Type	Revenue Sharing %	Expense Ratio %
<input type="checkbox"/> AmerFds Capital Income Bldr R6 (CJ9Y)	World Allocation	0.00	0.27
<input type="checkbox"/> AmerFds Global Balanced R6 (CJ97)	World Allocation	0.00	0.49
<input type="checkbox"/> BlackRock Global Allocation K (CFVT)	World Allocation	0.00	0.73
<input type="checkbox"/> First Eagle Global R6 (CKX6)	World Allocation	0.00	0.79
<input type="checkbox"/> Franklin Mutual Quest R6 (CKVH)	World Allocation	0.00	0.73
<input type="checkbox"/> Thornburg Inv Inc Builder R6 (CJFK)	World Allocation	0.00	0.94
<input type="checkbox"/> TRowe Price Global Alloc I (CMVR)	World Allocation	0.00	0.84
<input type="checkbox"/> AmerFds Cap World Grth&Inc R6 (CFJK)	World Stock	0.00	0.42
<input type="checkbox"/> AmerFds New Perspective R6 (CFJP)	World Stock	0.00	0.42
<input type="checkbox"/> AmerFds SmCap World R6 (CFJT)	World Stock	0.00	0.68
<input type="checkbox"/> BlackRock Global Dividend K (CFJY)	World Stock	0.00	0.69
<input checked="" type="checkbox"/> DFA Global Eqty I (CFK4)	World Stock	0.00	0.28
<input type="checkbox"/> Franklin Mutual Global Disc R6 (CGYW)	World Stock	0.00	0.91
<input type="checkbox"/> GuideStone Agg Allc Inv (CKGN)	World Stock	0.00	1.22
<input type="checkbox"/> Hartford Environmental Opps R6 (CK76)	World Stock	0.00	0.69
<input type="checkbox"/> Invesco Global R6 (CG3W)	World Stock	0.00	0.67

Investment Option Specialty	Investment Type	Revenue Sharing %	Expense Ratio %
<input type="checkbox"/> AllianzGI Structured Return R6 (CK6T)	Specialty	0.00	0.74
<input type="checkbox"/> AmerCent RealEstate R6 (CFHG)	Specialty	0.00	0.81
<input type="checkbox"/> BlackRock Health Sci Opps K (CFJ3)	Specialty	0.00	0.76
<input type="checkbox"/> BNY Natural Res Y (CJKN)	Specialty	0.00	0.85
<input type="checkbox"/> Cohen Steers Real Est Sec Z (CJ76)	Specialty	0.00	0.77
<input type="checkbox"/> Cohen Steers Realty Shares (CJ9F)	Specialty	0.00	0.89
<input type="checkbox"/> Columbia Selig Comms & Info I3 (CGWF)	Specialty	0.00	0.89
<input type="checkbox"/> DFA Commodity Strategy I (CHRF)	Specialty	0.00	0.31
<input type="checkbox"/> DFA Gbl Real Estate Sec Port (CJNR)	Specialty	0.00	0.24
<input type="checkbox"/> DFA Real Estate Securities I (CFMG)	Specialty	0.00	0.18
<input type="checkbox"/> DWS RREF Real Estate Sec R6 (CFKW)	Specialty	0.00	0.54
<input type="checkbox"/> Fidelity Adv Industrials Z (CM7K)	Specialty	0.00	0.65
<input type="checkbox"/> Fidelity Adv Intl RealEstate Z (CM7P)	Specialty	0.00	0.83
<input type="checkbox"/> Fidelity Adv Technology Z (CNWH)	Specialty	0.00	0.62
<input type="checkbox"/> Fidelity Real Estate Idx (CK6H)	Specialty	0.00	0.07
<input type="checkbox"/> Franklin Real Estate Sec R6 (CN3J)	Specialty	0.00	0.60
<input type="checkbox"/> Franklin Utilities R6 (CGRF)	Specialty	0.00	0.50



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<input type="checkbox"/> GuideStone Gbl Rl Est Sec Ins (CMH3)	Specialty	0.00	0.83
<input type="checkbox"/> Invesco Floating Rate ESG R6 (IFR6)	Specialty	0.00	0.75
<input type="checkbox"/> Invesco Gold & Splc Min R6 (CH69)	Specialty	0.00	0.74
<input type="checkbox"/> Invesco Sen Floating Rate R6 (OSFR)	Specialty	0.00	0.75
<input type="checkbox"/> Ivy Science And Technology N (CHR4)	Specialty	0.00	0.83
<input type="checkbox"/> Jan Hen Gbl Technology N (CJMY)	Specialty	0.00	0.69
<input type="checkbox"/> Jan Hen Global Life Sciences N (CK6P)	Specialty	0.00	0.68
<input type="checkbox"/> MFS Global Real Estate R6 (CM6J)	Specialty	0.00	0.90
<input type="checkbox"/> MFS Technology R6 (CFN6)	Specialty	0.00	0.84
<input type="checkbox"/> MFS Utilities R6 (CJXH)	Specialty	0.00	0.67
<input type="checkbox"/> Nationwide Tech 100 Idx R6 (CNVR)	Specialty	0.00	0.32
<input type="checkbox"/> Nuveen Real Estate Secs R6 (CG3T)	Specialty	0.00	0.88
<input type="checkbox"/> PGIM Global RealEstate R6 (CFP7)	Specialty	0.00	0.79
<input type="checkbox"/> PGIM Jenn Natural Recs R6 (CFRJ)	Specialty	0.00	0.86
<input type="checkbox"/> PIMCO Commod Real Ret Strat I (CHTY)	Specialty	0.00	1.33
<input type="checkbox"/> Principal Glb Real Est Sec R6 (CJ4N)	Specialty	0.00	0.87
<input type="checkbox"/> Principal Real Estate Sec R6 (CJM7)	Specialty	0.00	0.81
<input type="checkbox"/> Russell Gbl RealEstateSec R6 (CFRP)	Specialty	0.00	0.93
<input type="checkbox"/> SEI CohenSteers US Realty Cl A (CN49)	Specialty	0.00	0.65
<input type="checkbox"/> T. Rowe Price Fin Services I (CHVR)	Specialty	0.00	0.74
<input type="checkbox"/> TIAA-CREF Real Estate Sec Inst (CKFT)	Specialty	0.00	0.50
<input type="checkbox"/> TRowePrice Real Estate I (CHGM)	Specialty	0.00	0.61
<input type="checkbox"/> Vanguard Energy Adm (CFV4)	Specialty	0.00	0.25
<input type="checkbox"/> Vanguard Financials Idx Adm (CM7W)	Specialty	0.00	0.10
<input type="checkbox"/> Vanguard Health Care Adm (CFWH)	Specialty	0.00	0.27
<input type="checkbox"/> Vanguard Health Care Idx Adm (CNVY)	Specialty	0.00	0.10
<input type="checkbox"/> Vanguard Info Tech Idx Adm (CM7Y)	Specialty	0.00	0.10
<input type="checkbox"/> Vanguard Materials Index Adm (CFWX)	Specialty	0.00	0.10
<input checked="" type="checkbox"/> Vanguard REIT Index Adm (CFW4)	Specialty	0.00	0.12
<input type="checkbox"/> Vanguard Utilities Idx Adm (CNWP)	Specialty	0.00	0.10
<input type="checkbox"/> Virtus Duff Phelps Rl Est R6 (CN3M)	Specialty	0.00	0.79
<input type="checkbox"/> Virtus Seix Fltg Rate HiInc R6 (CMTX)	Specialty	0.00	0.52

<b>Investment Option Managed Asset Allocation</b>	<b>Investment Type</b>	<b>Revenue Sharing %</b>	<b>Expense Ratio %</b>
<input type="checkbox"/> AllianzGI Multi Asset Inc R6 (CH6T)	Mgd Asset Allocation	0.00	0.55
<input type="checkbox"/> AmCent One Choice 2025 R6 (CFG7)	Mgd Asset Allocation	0.00	0.44
<input type="checkbox"/> AmCent One Choice 2030 R6 (CFGV)	Mgd Asset Allocation	0.00	0.46
<input type="checkbox"/> AmCent One Choice 2035 R6 (CFGW)	Mgd Asset Allocation	0.00	0.49
<input type="checkbox"/> AmCent One Choice 2040 R6 (CFGX)	Mgd Asset Allocation	0.00	0.51
<input type="checkbox"/> AmCent One Choice 2045 R6 (CFGY)	Mgd Asset Allocation	0.00	0.54
<input type="checkbox"/> AmCent One Choice 2050 R6 (CFG3)	Mgd Asset Allocation	0.00	0.56
<input type="checkbox"/> AmCent One Choice 2055 R6 (CFG4)	Mgd Asset Allocation	0.00	0.56
<input type="checkbox"/> AmCent One Choice 2060 R6 (CFG6)	Mgd Asset Allocation	0.00	0.56
<input type="checkbox"/> AmCent One Choice In Retire R6 (CFG7)	Mgd Asset Allocation	0.00	0.42



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<input type="checkbox"/> AmerFds 2010 Trgt Date Ret R6 (CFHR)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> AmerFds 2015 Trgt Date Ret R6 (CFHT)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> AmerFds 2020 Trgt Date Ret R6 (CFHV)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> AmerFds 2025 Trgt Date Ret R6 (CFHW)	Mgd Asset Allocation	0.00	0.33
<input type="checkbox"/> AmerFds 2030 Trgt Date Ret R6 (CFHX)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> AmerFds 2035 Trgt Date Ret R6 (CFHY)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> AmerFds 2040 Trgt Date Ret R6 (CFH3)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> AmerFds 2045 Trgt Date Ret R6 (CFH4)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> AmerFds 2050 Trgt Date Ret R6 (CFH6)	Mgd Asset Allocation	0.00	0.39
<input type="checkbox"/> AmerFds 2055 Trgt Date Ret R6 (CFH7)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> AmerFds 2060 Trgt Date Ret R6 (CFH9)	Mgd Asset Allocation	0.00	0.41
<input type="checkbox"/> AmerFds 2065 Trgt Date Ret R6 (CN46)	Mgd Asset Allocation	0.00	0.41
<input type="checkbox"/> BlackRck LifePath Idx 2065 K (CNFX)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2025 K (CFJ6)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2030 K (CFJ7)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2035 K (CFJ9)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2040 K (CFKG)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2045 K (CFKH)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2050 K (CFKJ)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2055 K (CFKM)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx 2060 K (CFKN)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> BlackRck LifePth Idx Ret K (CFKP)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> Dimensional 2010 TDR Inc Instl (CKNR)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> Dimensional 2015 TDR Inc Instl (CKNV)	Mgd Asset Allocation	0.00	0.19
<input type="checkbox"/> Dimensional 2020 TDR Inc Instl (CKNX)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> Dimensional 2025 TDR Inc Instl (CKN3)	Mgd Asset Allocation	0.00	0.21
<input type="checkbox"/> Dimensional 2030 TDR Inc Instl (CKN6)	Mgd Asset Allocation	0.00	0.23
<input type="checkbox"/> Dimensional 2035 TDR Inc Instl (CKN9)	Mgd Asset Allocation	0.00	0.24
<input type="checkbox"/> Dimensional 2040 TDR Inc Instl (CKPG)	Mgd Asset Allocation	0.00	0.25
<input type="checkbox"/> Dimensional 2045 TDR Inc Instl (CKPJ)	Mgd Asset Allocation	0.00	0.24
<input type="checkbox"/> Dimensional 2050 TDR Inc Instl (CKPN)	Mgd Asset Allocation	0.00	0.25
<input type="checkbox"/> Dimensional 2055 TDR Inc Instl (CKPT)	Mgd Asset Allocation	0.00	0.25
<input type="checkbox"/> Dimensional 2060 TDR Inc Instl (CKPW)	Mgd Asset Allocation	0.00	0.25
<input type="checkbox"/> Dimensional Ret Inc Instl (CKPY)	Mgd Asset Allocation	0.00	0.21
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2015 Z6 (CMPX)	Mgd Asset Allocation	0.00	0.28
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2020 Z6 (CMJW)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2025 Z6 (CMJY)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2030 Z6 (CMJ4)	Mgd Asset Allocation	0.00	0.32
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2035 Z6 (CMJ7)	Mgd Asset Allocation	0.00	0.34
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2040 Z6 (CMKF)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2045 Z6 (CMKH)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2050 Z6 (CMKN)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2055 Z6 (CMKR)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> Fidelity Adv Frdm Blnd 2060 Z6 (CMKV)	Mgd Asset Allocation	0.00	0.35



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<input type="checkbox"/> Fidelity Adv Frdm Blnd Inc Z6 (CMKX)	Mgd Asset Allocation	0.00	0.26
<input type="checkbox"/> Fidelity Adv Freedom 2005 Z6 (CHKY)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> Fidelity Adv Freedom 2010 Z6 (CHK3)	Mgd Asset Allocation	0.00	0.39
<input type="checkbox"/> Fidelity Adv Freedom 2015 Z6 (CHK4)	Mgd Asset Allocation	0.00	0.41
<input type="checkbox"/> Fidelity Adv Freedom 2020 Z6 (CHK6)	Mgd Asset Allocation	0.00	0.43
<input type="checkbox"/> Fidelity Adv Freedom 2025 Z6 (CHK7)	Mgd Asset Allocation	0.00	0.45
<input type="checkbox"/> Fidelity Adv Freedom 2030 Z6 (CHK9)	Mgd Asset Allocation	0.00	0.47
<input type="checkbox"/> Fidelity Adv Freedom 2035 Z6 (CHMF)	Mgd Asset Allocation	0.00	0.49
<input type="checkbox"/> Fidelity Adv Freedom 2040 Z6 (CHMG)	Mgd Asset Allocation	0.00	0.50
<input type="checkbox"/> Fidelity Adv Freedom 2045 Z6 (CHMJ)	Mgd Asset Allocation	0.00	0.50
<input type="checkbox"/> Fidelity Adv Freedom 2050 Z6 (CHMK)	Mgd Asset Allocation	0.00	0.50
<input type="checkbox"/> Fidelity Adv Freedom 2055 Z6 (CHMN)	Mgd Asset Allocation	0.00	0.50
<input type="checkbox"/> Fidelity Adv Freedom 2060 Z6 (CHMP)	Mgd Asset Allocation	0.00	0.50
<input type="checkbox"/> Fidelity Adv Freedom Income Z6 (CHMR)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> Fidelity Four In One Index (CNWF)	Mgd Asset Allocation	0.00	0.11
<input type="checkbox"/> Fidelity Freedom Idx 2005 Inv (CMXV)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2010 Inv (CMXR)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2015 Inv (CMXY)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2020 Inv (CMX4)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2025 Inv (CMX7)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2030 Inv (CMYF)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2035 Inv (CMYH)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2040 Inv (CMYK)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2045 Inv (CMYP)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2050 Inv (CMYT)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2055 Inv (CMYW)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2060 Inv (CMY3)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx 2065 Inv (CM37)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> Fidelity Freedom Idx Inc Inv (CM4F)	Mgd Asset Allocation	0.00	0.12
<input type="checkbox"/> flexPATH Idx+ Agg 2025 NFP I1 (CGW4)	Mgd Asset Allocation	0.00	0.32
<input type="checkbox"/> flexPATH Idx+ Agg 2025 R1 (CGW6)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> flexPATH Idx+ Agg 2035 NFP I1 (CGW7)	Mgd Asset Allocation	0.00	0.34
<input type="checkbox"/> flexPATH Idx+ Agg 2035 R1 (CGW9)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> flexPATH Idx+ Agg 2045 NFP I1 (CGXF)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> flexPATH Idx+ Agg 2045 R1 (CGXH)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> flexPATH Idx+ Agg 2055 NFP I1 (CGXJ)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> flexPATH Idx+ Agg 2055 R1 (CGXK)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> flexPATH Idx+ Agg Ret NFP I1 (CGXM)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> flexPATH Idx+ Agg Ret R1 (CGXN)	Mgd Asset Allocation	0.00	0.33
<input type="checkbox"/> flexPATH Idx+ Cns 2025 NFP I1 (CGXP)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> flexPATH Idx+ Cns 2025 R1 (CGXR)	Mgd Asset Allocation	0.00	0.32
<input type="checkbox"/> flexPATH Idx+ Cns 2035 NFP I1 (CGXT)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> flexPATH Idx+ Cns 2035 R1 (CGXV)	Mgd Asset Allocation	0.00	0.33
<input type="checkbox"/> flexPATH Idx+ Cns 2045 NFP I1 (CGXW)	Mgd Asset Allocation	0.00	0.33



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<input type="checkbox"/> flexPATH Idx+ Cns 2045 R1 (CGXY)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> flexPATH Idx+ Cns 2055 NFP I1 (CGX3)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> flexPATH Idx+ Cns 2055 R1 (CGX4)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> flexPATH Idx+ Cns Ret NFP I1 (CGX6)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> flexPATH Idx+ Cns Ret R1 (CGX7)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> flexPATH Idx+ Mod 2025 NFP I1 (CGX9)	Mgd Asset Allocation	0.00	0.31
<input type="checkbox"/> flexPATH Idx+ Mod 2025 R1 (CGYF)	Mgd Asset Allocation	0.00	0.33
<input type="checkbox"/> flexPATH Idx+ Mod 2035 NFP I1 (CGYH)	Mgd Asset Allocation	0.00	0.33
<input type="checkbox"/> flexPATH Idx+ Mod 2035 R1 (CGYJ)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> flexPATH Idx+ Mod 2045 NFP I1 (CGYK)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> flexPATH Idx+ Mod 2045 R1 (CGYM)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> flexPATH Idx+ Mod 2055 NFP I1 (CGYN)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> flexPATH Idx+ Mod 2055 R1 (CGYP)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> flexPATH Idx+ Mod Ret NFP I1 (CGYR)	Mgd Asset Allocation	0.00	0.30
<input type="checkbox"/> flexPATH Idx+ Mod Ret R1 (CGYT)	Mgd Asset Allocation	0.00	0.32
<input type="checkbox"/> JHancock MI 2010 Lifetime R6 (CJVT)	Mgd Asset Allocation	0.00	0.35
<input type="checkbox"/> JHancock MI 2015 Lifetime R6 (CJWR)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> JHancock MI 2020 Lifetime R6 (CJWV)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> JHancock MI 2025 Lifetime R6 (CJWY)	Mgd Asset Allocation	0.00	0.39
<input type="checkbox"/> JHancock MI 2030 Lifetime R6 (CJW4)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> JHancock MI 2035 Lifetime R6 (CJW7)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> JHancock MI 2040 Lifetime R6 (CJY4)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> JHancock MI 2045 Lifetime R6 (CJXH)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> JHancock MI 2050 Lifetime R6 (CJXM)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> JHancock MI 2055 Lifetime R6 (CJXP)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> JHancock MI 2060 Lifetime R6 (CJXT)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> JHancock MI Inc Presv R6 (CJX9)	Mgd Asset Allocation	0.00	0.33
<input type="checkbox"/> JPMorgan SmartRet Blnd 2020 R6 (CHJP)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2025 R6 (CHJR)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2030 R6 (CHJT)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2035 R6 (CHJV)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2040 R6 (CHJW)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2045 R6 (CHJX)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2050 R6 (CHJY)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2055 R6 (CHJ3)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd 2060 R6 (CHJ4)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRet Blnd Inc R6 (CHJ6)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> JPMorgan SmartRetire 2020 R6 (CMRN)	Mgd Asset Allocation	0.00	0.44
<input type="checkbox"/> JPMorgan SmartRetire 2025 R6 (CMRT)	Mgd Asset Allocation	0.00	0.45
<input type="checkbox"/> JPMorgan SmartRetire 2030 R6 (CMRW)	Mgd Asset Allocation	0.00	0.46
<input type="checkbox"/> JPMorgan SmartRetire 2035 R6 (CMRY)	Mgd Asset Allocation	0.00	0.46
<input type="checkbox"/> JPMorgan SmartRetire 2040 R6 (CMR4)	Mgd Asset Allocation	0.00	0.47
<input type="checkbox"/> JPMorgan SmartRetire 2045 R6 (CMR7)	Mgd Asset Allocation	0.00	0.47
<input type="checkbox"/> JPMorgan SmartRetire 2050 R6 (CMTF)	Mgd Asset Allocation	0.00	0.47





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<input type="checkbox"/> JPMorgan SmartRetire 2055 R6 (CMTH)	Mgd Asset Allocation	0.00	0.47
<input type="checkbox"/> JPMorgan SmartRetire 2060 R6 (CMTK)	Mgd Asset Allocation	0.00	0.46
<input type="checkbox"/> JPMorgan SmartRetire Income R6 (CMTP)	Mgd Asset Allocation	0.00	0.42
<input type="checkbox"/> MyWayRetire Idx 2025 R (CJGV)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2030 R (CJF7)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2035 R (CJGX)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2040 R (CJGF)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2045 R (CJG3)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2050 R (CJHT)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2055 R (CJG6)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx 2060 R (CJGN)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> MyWayRetire Idx Ret R (CJGR)	Mgd Asset Allocation	0.00	0.08
<input type="checkbox"/> PIMCO RealPath Blend 2025 Inst (CMV7)	Mgd Asset Allocation	0.00	0.49
<input type="checkbox"/> PIMCO RealPath Blend 2030 Inst (CMWF)	Mgd Asset Allocation	0.00	0.43
<input type="checkbox"/> PIMCO RealPath Blend 2035 Inst (CMWH)	Mgd Asset Allocation	0.00	0.36
<input type="checkbox"/> PIMCO RealPath Blend 2040 Inst (CMWK)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> PIMCO RealPath Blend 2045 Inst (CMWP)	Mgd Asset Allocation	0.00	0.24
<input type="checkbox"/> PIMCO RealPath Blend 2050 Inst (CMWT)	Mgd Asset Allocation	0.00	0.21
<input type="checkbox"/> PIMCO RealPath Blend 2055 Inst (CMWX)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> PIMCO RealPath Blend Inc Instl (CMW3)	Mgd Asset Allocation	0.00	0.59
<input type="checkbox"/> Principal LifeTime Hyb 2010 Z (CJ6F)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2015 Z (CJ6H)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2020 Z (CJ6M)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2025 Z (CJ6P)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2030 Z (CJ6T)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2035 Z (CJ6W)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2040 Z (CJ6Y)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2045 Z (CJ64)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2050 Z (CJ69)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2055 Z (CJ7G)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2060 Z (CJ7K)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb 2065 Z (CJ7N)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Principal LifeTime Hyb Inc Z (CJ7R)	Mgd Asset Allocation	0.00	0.29
<input type="checkbox"/> Prudential Day One 2015 R6 (CMK9)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2020 R6 (CMNG)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2025 R6 (CMNJ)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2030 R6 (CMNP)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2035 R6 (CMNT)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2040 R6 (CMNW)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2045 R6 (CMNY)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2050 R6 (CMN4)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2055 R6 (CMN7)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One 2060 R6 (CMPF)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> Prudential Day One Income R6 (CMK3)	Mgd Asset Allocation	0.00	0.40



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<input type="checkbox"/> RetirementTrack Agg 2025 I1 (CNG7)	Mgd Asset Allocation	0.00	0.21
<input type="checkbox"/> RetirementTrack Agg 2025 R1 (CNHF)	Mgd Asset Allocation	0.00	0.16
<input type="checkbox"/> RetirementTrack Agg 2035 I1 (CNHJ)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> RetirementTrack Agg 2035 R1 (CNHM)	Mgd Asset Allocation	0.00	0.17
<input type="checkbox"/> RetirementTrack Agg 2045 I1 (CNHR)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> RetirementTrack Agg 2045 R1 (CNHV)	Mgd Asset Allocation	0.00	0.17
<input type="checkbox"/> RetirementTrack Agg 2055 I1 (CNHX)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> RetirementTrack Agg 2055 R1 (CNH3)	Mgd Asset Allocation	0.00	0.17
<input type="checkbox"/> RetirementTrack Agg Ret I1 (CNGY)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> RetirementTrack Agg Ret R1 (CNG4)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> RetirementTrack Cons 2025 I1 (CNKM)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> RetirementTrack Cons 2025 R1 (CNKR)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> RetirementTrack Cons 2035 I1 (CNKV)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> RetirementTrack Cons 2035 R1 (CNKX)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> RetirementTrack Cons 2045 I1 (CNK3)	Mgd Asset Allocation	0.00	0.21
<input type="checkbox"/> RetirementTrack Cons 2045 R1 (CNK6)	Mgd Asset Allocation	0.00	0.16
<input type="checkbox"/> RetirementTrack Cons 2055 I1 (CNK9)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> RetirementTrack Cons 2055 R1 (CNMG)	Mgd Asset Allocation	0.00	0.17
<input type="checkbox"/> RetirementTrack Cons Ret I1 (CNKF)	Mgd Asset Allocation	0.00	0.19
<input type="checkbox"/> RetirementTrack Cons Ret R1 (CNKH)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> RetirementTrack Mod 2025 I1 (CNJG)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> RetirementTrack Mod 2025 R1 (CNJK)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> RetirementTrack Mod 2035 I1 (CNJP)	Mgd Asset Allocation	0.00	0.21
<input type="checkbox"/> RetirementTrack Mod 2035 R1 (CNJT)	Mgd Asset Allocation	0.00	0.16
<input type="checkbox"/> RetirementTrack Mod 2045 I1 (CNJW)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> RetirementTrack Mod 2045 R1 (CNJY)	Mgd Asset Allocation	0.00	0.17
<input type="checkbox"/> RetirementTrack Mod 2055 I1 (CNJ4)	Mgd Asset Allocation	0.00	0.22
<input type="checkbox"/> RetirementTrack Mod 2055 R1 (CNJ7)	Mgd Asset Allocation	0.00	0.17
<input type="checkbox"/> RetirementTrack Mod Ret I1 (CNH6)	Mgd Asset Allocation	0.00	0.20
<input type="checkbox"/> RetirementTrack Mod Ret R1 (CNH9)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> State Street Tgt Retire 2020 K (CKWY)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2025 K (CKW4)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2030 K (CKW7)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2035 K (CKY7)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2040 K (CKXH)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2045 K (CKXM)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2050 K (CKXP)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2055 K (CKXT)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire 2060 K (CKXW)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> State Street Tgt Retire K (CKX3)	Mgd Asset Allocation	0.00	0.09
<input type="checkbox"/> TIAA-CREF Lifecycle 2010 Instl (CH7V)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> TIAA-CREF Lifecycle 2015 Instl (CH7X)	Mgd Asset Allocation	0.00	0.38
<input type="checkbox"/> TIAA-CREF Lifecycle 2020 Instl (CH73)	Mgd Asset Allocation	0.00	0.39
<input type="checkbox"/> TIAA-CREF Lifecycle 2025 Instl (CH76)	Mgd Asset Allocation	0.00	0.41



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<input type="checkbox"/> TIAA-CREF Lifecycle 2030 Instl (CH9F)	Mgd Asset Allocation	0.00	0.42
<input type="checkbox"/> TIAA-CREF Lifecycle 2035 Instl (CH9J)	Mgd Asset Allocation	0.00	0.43
<input type="checkbox"/> TIAA-CREF Lifecycle 2040 Instl (CH9M)	Mgd Asset Allocation	0.00	0.44
<input type="checkbox"/> TIAA-CREF Lifecycle 2045 Instl (CH9P)	Mgd Asset Allocation	0.00	0.45
<input type="checkbox"/> TIAA-CREF Lifecycle 2050 Instl (CH9T)	Mgd Asset Allocation	0.00	0.45
<input type="checkbox"/> TIAA-CREF Lifecycle 2055 Instl (CH94)	Mgd Asset Allocation	0.00	0.45
<input type="checkbox"/> TIAA-CREF Lifecycle 2060 Instl (CH9Y)	Mgd Asset Allocation	0.00	0.45
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2010 I (CFT4)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2015 I (CFT6)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2020 I (CFT7)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2025 I (CFT9)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2030 I (CFVG)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2035 I (CFVH)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2040 I (CFVJ)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2045 I (CFVK)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2050 I (CFVM)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2055 I (CFVN)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx 2060 I (CFVP)	Mgd Asset Allocation	0.00	0.10
<input checked="" type="checkbox"/> TIAA-CREF Lifecycle Idx Inc I (CFVR)	Mgd Asset Allocation	0.00	0.10
<input type="checkbox"/> TRowePrice Ret I 2005 I (CG4M)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> TRowePrice Ret I 2010 I (CG4N)	Mgd Asset Allocation	0.00	0.37
<input type="checkbox"/> TRowePrice Ret I 2015 I (CFR6)	Mgd Asset Allocation	0.00	0.40
<input type="checkbox"/> TRowePrice Ret I 2020 I (CFR7)	Mgd Asset Allocation	0.00	0.42
<input type="checkbox"/> TRowePrice Ret I 2025 I (CFR9)	Mgd Asset Allocation	0.00	0.46
<input type="checkbox"/> TRowePrice Ret I 2030 I (CFTG)	Mgd Asset Allocation	0.00	0.49
<input type="checkbox"/> TRowePrice Ret I 2035 I (CFTH)	Mgd Asset Allocation	0.00	0.50
<input type="checkbox"/> TRowePrice Ret I 2040 I (CFTJ)	Mgd Asset Allocation	0.00	0.51
<input type="checkbox"/> TRowePrice Ret I 2045 I (CFTK)	Mgd Asset Allocation	0.00	0.51
<input type="checkbox"/> TRowePrice Ret I 2050 I (CFTM)	Mgd Asset Allocation	0.00	0.52
<input type="checkbox"/> TRowePrice Ret I 2055 I (CFTN)	Mgd Asset Allocation	0.00	0.52
<input type="checkbox"/> TRowePrice Ret I 2060 I (CFTP)	Mgd Asset Allocation	0.00	0.52
<input type="checkbox"/> Vanguard Trgt Retire 2015 Inv (CFXJ)	Mgd Asset Allocation	0.00	0.13
<input type="checkbox"/> Vanguard Trgt Retire 2020 Inv (CFXK)	Mgd Asset Allocation	0.00	0.13
<input type="checkbox"/> Vanguard Trgt Retire 2025 Inv (CFXM)	Mgd Asset Allocation	0.00	0.13
<input type="checkbox"/> Vanguard Trgt Retire 2030 Inv (CFXN)	Mgd Asset Allocation	0.00	0.14
<input type="checkbox"/> Vanguard Trgt Retire 2035 Inv (CFXP)	Mgd Asset Allocation	0.00	0.14
<input type="checkbox"/> Vanguard Trgt Retire 2040 Inv (CFXR)	Mgd Asset Allocation	0.00	0.14
<input type="checkbox"/> Vanguard Trgt Retire 2045 Inv (CFXT)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> Vanguard Trgt Retire 2050 Inv (CFXV)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> Vanguard Trgt Retire 2055 Inv (CFXW)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> Vanguard Trgt Retire 2060 Inv (CFXY)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> Vanguard Trgt Retire 2065 Inv (CH6W)	Mgd Asset Allocation	0.00	0.15
<input type="checkbox"/> Vanguard Trgt Retire Inc Inv (CFX3)	Mgd Asset Allocation	0.00	0.12



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AUL and/or its affiliate, OneAmerica Securities, Inc. ("OAS") have contractual arrangements with the investment management companies that provide mutual funds or collective trusts that underlie the investment options offered by AUL in your group annuity contract. Pursuant to these arrangements, AUL and/or OAS receive revenue sharing payments from the investment management companies as compensation for providing plan participant recordkeeping, communication, marketing, distribution and other services to the investment management companies. These revenue sharing amounts consist of a portion of the expense ratio of the underlying mutual fund or collective trust investment and can take the form of 12b-1 fees, subtransfer agency fees, shareholder servicing fees or other types of fees. The amount of revenue sharing received by AUL and/or OAS varies from one underlying investment option to another and is shown on the investment chart above. Included in these revenue sharing amounts are those paid to OAS by OneAmerica Funds, Inc., an AUL and OAS affiliate.



## Exhibit C: Fee Schedule

This document is intended to provide the Plan Sponsor and all Plan fiduciaries with the information necessary for them to make informed decisions about the services to be provided by AUL in connection with the referenced Plan and the cost of these services. In providing this information, this document will serve as the initial fee disclosure document required by the U.S. Department of Labor (DOL) regulation §2550.408b-2(c). This regulation requires covered service providers to the plan to make disclosures to the responsible plan fiduciaries. A responsible plan fiduciary is “a fiduciary with authority to cause the covered plan to enter into, or extend or renew, the contract or arrangement.” If you are not the responsible plan fiduciary for the plan, please forward this disclosure to a responsible plan fiduciary immediately.

An AUL group annuity contract(s) is the funding vehicle(s) for the Plan. This Contract includes the investment options selected in Exhibit B.

AUL credits interest to amounts allocated to the fixed interest/stable value investment option at interest rates determined and declared in advance by AUL. All such rates will be equal to or greater than any applicable minimum guaranteed interest rate. At all times amounts allocated to these options and all interest credited is fully guaranteed by AUL and backed by the assets of AUL's general account.

Variable investment options are provided through investment accounts within an AUL separate account, which are supported by securities purchased as directed by the group annuity contractholder and/or Plan participants. In general these securities are shares of mutual funds and/or collective investment trusts that have been screened and selected by AUL to provide multiple options based upon different investment styles and objectives.

In addition to providing the group annuity contract(s) as the funding vehicle(s) for the Plan, AUL will provide the services listed in Exhibit A.

In compensation for its professional services in connection with providing the group annuity contract(s) as funding vehicle(s), providing recordkeeping and administrative services and the acquisition costs, compliance support, sales office expenses, overhead, sales commissions, annuity purchase rate guarantees, reasonable profit, and other related costs, AUL receives compensation from the following:

- **Direct charges:** These are charges that are billed to the Plan Sponsor or deducted from participant accounts if properly authorized.
- **Asset Charge:** This charge is a stated percentage of the assets in the variable separate account investment options and may be collected by way of the calculation of the unit price of a separate account investment option.

**Revenue Sharing:** These are amounts received from the investment management companies that provide the mutual funds or collective trust investments that underlie the separate account investment option offered by AUL in the Contract.

In compensation for its professional services in connection with providing the group annuity contract(s) as funding vehicle(s), providing recordkeeping and administrative services and the acquisition costs, compliance support, sales office expenses, overhead, sales commissions, annuity purchase rate guarantees, reasonable profit, and other related costs, AUL receives compensation from direct charges that are billed to the Plan Sponsor or deducted from participant accounts if properly authorized.

Additionally, American United Life Insurance Company (AUL) earns interest on the aggregate cash balance held by AUL in its omnibus bank account with respect to (1) contributions received but not allocated or (2) benefits and other disbursements paid but not cashed or cleared by its bank. Such interest will be at money market rates applicable to very short term investments, and will be retained by AUL as compensation for the services provided



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to the Plan and its participants.

Contributions received by AUL prior to the close of the New York Stock Exchange (NYSE) are allocated to the group annuity contract(s) that serves as the funding vehicle for the Plan and to participant accounts thereunder the same day as they are received if the contributions are accompanied with deposit information in good order. Contributions received after the close of the NYSE are allocated the next business day after receipt. Contributions received without deposit information in good order are held by AUL until the necessary information is received or for seven days whichever comes first. Once seven days passes, the contributions are returned to the plan sponsor or the employer. Unallocated amounts are held in AUL's omnibus cash account and could earn interest at money market rates applicable to very short term investments.

When AUL makes a distribution from the group annuity contract that serves as a funding vehicle for the Plan, funds are transferred from a contract's or participant's account to a disbursement account on the day the distribution is made. Distributions not yet cleared are held in AUL's omnibus cash account and interest will be earned by AUL at money market rates applicable to very short term investments beginning on the date the funds are transferred to the disbursement account and ending on the date the distribution clears through AUL's bank. The timing of the clearing process is beyond AUL's control.

AUL has agreed to timely and accurately process transaction orders received in good order prior to market close. However, from time to time inadvertent errors are made by AUL personnel. When that happens, AUL will correct the error as soon as practical after AUL has sufficient information to do so. In making the correction, AUL will put the impacted plan and/or participant in a financially equivalent position as would have existed had no error been made. This means AUL will make the plan and/or the participant whole for any loss resulting from an error correction. If the correction results in there being a gain, AUL will keep the gain as additional compensation for the services it provides to the plan.

By executing the Administrative Services Agreement, you are authorizing AUL to make inadvertent error corrections as explained above.

Fees for plan administrative, legal, accounting, and other services are paid by the Plan Sponsor. However, the Plan Sponsor may direct that these fees be assessed against participant accounts on a pro rata or per capita basis.



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**Direct Administrative Fees:**

Annual Admin Service Fee		
If total plan assets are in the range below	And if the average participant account balance is: \$0 - \$19,999	And if the average participant account balance is: \$20,000 +
\$0 - \$99,999	\$3000	\$3000
\$500,000+	\$0	\$0

The annual admin fee will be determined by the plan assets (excluding brokerage window assets, if any) and the average participant balance at the end of the billing period. 1/4 of the fee shown will be assessed quarterly. For example, a \$1,000 fee is assessed \$250 each quarter.

Other Administrative Fees		
Fee Type	Amount	Description
Minimum Contribution	\$1,000	An annual fee if contributions made for the Plan Year are less than \$75,000 minus 10% of the end of Plan Year Account Value.
Contribution Census System Non-Usage	\$1,000	An annual fee
Administrative/Recordkeeping Work (ARW)	\$100	Optional Service, per hour
Advanced Plan Compliance Work (APCW)	\$200	Optional Service, per hour
Special Plan Services (SPS)	\$1,000	Optional Service, per year or per event
3(21) Plan Sponsor Advice or 3(21) Auto Execute	0.0075%	Fee is a percentage of the account value assessed quarterly. AUL will keep up to 50% of this fee for related administrative expenses.
Onsite Group Meeting(s)	\$1,250	Your plan includes 1 initial and 0 ongoing meeting day(s) per year at no charge. The fee will be billed for additional onsite group meetings.
Non-Standard Reporting/Printing	\$100	Standard reports are available at no charge. If non-standard reporting or printing services are requested, a fee will be quoted prior to the service at the per hour rate.

**Direct Contract Termination Fees (also may apply to Individual Participant Withdrawals):**

Other Contract Termination Fees		
Fee Type	Amount	Description
Market Value Adjustment	Variable	Please consult a copy of the AUL Group Annuity Contract provided to the Plan Sponsor for more information.
Test File Package	\$500	Refer to the AUL Glossary at <a href="http://www.oneamerica.com/investmentglossary">http://www.oneamerica.com/investmentglossary</a>
Electronic Deconversion File Package	\$1,000	Refer to the AUL Glossary at <a href="http://www.oneamerica.com/investmentglossary">http://www.oneamerica.com/investmentglossary</a>



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**Investment Option Charge (IOC):**

The AUL portion of the IOC is calculated using the following asset charge.

**Asset Charge:**

The applicable rate based on the chart below can be found with the eSponsor / Account Services website's investment performance information.

Aggregate Month-End Plan Investment Account Value (Minimum)	Aggregate Month-End Plan Investment Account Value (Maximum)	Annual Charge Factor
\$0	\$249,999.99	2.40%
\$250,000	\$499,999.99	2.15%
\$500,000	\$749,999.99	1.70%
\$750,000	\$999,999.99	1.40%
\$1,000,000	\$1,999,999.99	1.15%
\$2,000,000	\$2,999,999.99	1.05%
\$3,000,000	\$3,999,999.99	0.95%
\$4,000,000	\$4,999,999.99	0.85%
\$5,000,000	\$9,999,999.99	0.85%
\$10,000,000+		0.85%

**Non-AUL Fees:**

In addition, the Plan Sponsor has authorized the collection of fees for other plan services providers from participant accounts. No portion of these fees will be retained by AUL. These fees are as follows:

Other Plan Service Provider Fees		
Fee Type	Amount	Description
Redemption Fee	Variable	A fee assessed to a participant account by an investment management company if shares of a particular mutual fund are purchased and sold within the minimum holding period determined by the investment management company. No portion of this fee will be retained by AUL. A detailed description of a redemption fee calculation can be found within our Glossary (see the Redemption fee and transfer restrictions guide).
TPA Assessed Fee Collection	Detailed by TPA Fee Type	The type of fees and amounts are based on your arrangement with a Third Party Administrator





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## Exhibit D: Sales Compensation Disclosure

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As a Sales Producer for AUL, the Sales Producer is entitled to be compensated for selling and assisting in the servicing of the annuity contracts he/she has recommended to fund your Plan. The Sales Producer's association with AUL is limited to these sales and service functions. The rate of compensation payable to the undersigned Sales Producer in the first and renewal years is as follows:

1. Contract Type(s): The contract type is a group annuity.
2. Commissions (as a Level Percentage of Deposits):

First-Year Commission:	0.00%
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Renewal Service Fee:	0.00%
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Service Fee on Transfers:

First \$5 million	0.00%
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Over \$5 million	0.00%
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Asset Trailer/Retention Bonus: Will be paid monthly at 1/12 of an annual rate of 0.50% (0.0050) times this applied-for contract's fund balance each month end commencing in year one.



## Mesirow Financial Investment Management, Inc Advisory Services Agreement

This Advisory Services Agreement ("**Agreement**") is made and entered into as of the date identified on Exhibit A ("**Effective Date**"), by and between Mesirow Financial Investment Management, Inc., an Illinois corporation ("**MFIM**"), and the plan sponsor identified on Exhibit A ("**Plan Sponsor**").

### Background

Plan Sponsor is the fiduciary (as defined in Section 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or, if the Plan is not subject to ERISA, as otherwise defined or designated under the terms of the Plan's governing documents) with respect to the employee benefit plan identified on Exhibit A ("**Plan**") with the authority and responsibility under the Plan for selecting and monitoring the investment options to be offered under the Plan to Plan participants and beneficiaries ("**Participants**") under the group annuity contract(s) issued by OneAmerica Financial Partners, Inc. (OAFP) and its affiliates American United Life Insurance Company ("AUL") and under the trust platform sponsored by McCready and Keene, Inc. ("MK") and OneAmerica Retirement Services LLC ("OARS") ("**Service Provider**"). In addition, by separate agreement ("**Service Agreement**"), Plan Sponsor has engaged Service Provider to provide recordkeeping and other administrative services with respect to the Plan.

The Plan Sponsor has determined that it is in the best interest of the Plan and its Participants to retain MFIM to provide advisory services to assist the Plan Sponsor in selecting and monitoring the investment options offered under the Plan. MFIM is willing to perform the advisory services provided under the terms of this Agreement.

Based on the foregoing, the Plan Sponsor and MFIM agree as follows:

### Section 1: Services Provided by MFIM

As described in this Agreement, MFIM shall assist the Plan Sponsor in the discharge of the Plan Sponsor's duties with respect to the selection and monitoring of investment options under the Plan by providing the services described in this Agreement (the "**Services**"). MFIM shall provide the Plan Sponsor with the following Services:

#### A. Investment Option Selection

Pursuant to an agreement between the Service Provider and MFIM, MFIM has developed a list or lists of investment options for consideration by the Plan Sponsor for inclusion in the Plan ("**Elite Lists**"). As used herein, the term "Elite Lists" also includes the "Suggested Option Line Up Lists". The Plan Sponsor understands and acknowledges that (i) the Elite Lists are limited to the asset classes and investment options available to the Plan through the Service Provider and (ii) the Elite Lists contain investment options categorized into asset classes to allow the Plan Sponsor to choose the appropriate asset classes and investment options for the Plan and its Participants (as determined by the Plan Sponsor). The Plan Sponsor acknowledges that it has reviewed the Elite Lists and has elected to use the Elite List shown on the investment option selection menu.

By including an investment option on an Elite List, MFIM has determined that: (i) the investment option is an appropriate investment option in that asset class for a qualified retirement plan, and (ii) the asset class

represented by the investment option is appropriate for inclusion in a qualified retirement plan. The Elite Lists will include a minimum of five asset classes ("**Core Asset Classes**") that are intended to provide a broad range of investment alternatives for Plan participants. MFIM will identify which investment options on the Elite List meet the qualifications of the five Core Asset Classes.

To use the Services provided by MFIM hereunder, Plan Sponsor agrees that it will select at least one investment option from and maintain investment options in each of the five Core Asset Classes on the Elite List (the "**Core Asset Class Requirement**"). If Plan Sponsor fails at any time to comply with and cause the Plan to comply with the Core Asset Class Requirement (such failure, a "**Core Asset Class Breach**"), then (i) Plan Sponsor shall promptly notify MFIM in writing of such Core Asset Class Breach and (ii) this Agreement will terminate automatically and without any further action required on the 12-month anniversary of the first date of such Core Asset Class Breach, unless such Core Asset Class Breach has been timely cured in accordance with this paragraph. The period between the first date of such Core Asset Class Breach and the earlier of (i) the 12-month anniversary of such date and (ii) the date that the Core Asset Class Breach is cured, if any, is referred to herein as the "**Cure Period**". During the Cure Period, the Plan Sponsor acknowledges and agrees that the provisions of this Agreement, including any fiduciary duties of MFIM, shall not apply to the Plan and shall not be in force or effect; provided that during the Cure Period (A) the fees payable under Section 2 and Exhibit A hereto shall remain due and payable and (B) the Plan Sponsor shall have the right to cure such Core Asset Class Breach and if so timely cured, the provisions of this Agreement, including any fiduciary duties of MFIM, shall be reinstated and apply to the Plan and shall be in force or effect, in each case only a go-forward basis beginning on the date such Core Asset Class Breach has been timely cured. For the avoidance of doubt, from time to time MFIM may, but shall not be obligated to, review the available investment options under the Plan to confirm compliance with the Core Asset Class Requirement. If MFIM determines that the Core Asset Class Requirement is not satisfied, then Service Provider and Plan Sponsor shall determine the date such non-compliance first occurred and a Core Asset Class Breach shall be deemed to have commenced on such date and Plan Sponsor and the Plan shall be subject to the same procedures as set forth above in this paragraph for a Core Asset Class Breach (including, without limitation, the Cure Period and automatic termination of this Agreement in the event of a failure to timely cure such Core Asset Class Breach).

**B. Investment Option Selection Guidelines**

To assist the Plan Sponsor in its selection of investment options, MFIM will provide general information to the Plan Sponsor on the number and type of investment options (active or passive investment management) for the Plan Sponsor to consider in selecting investment options for the Plan.

**C. Investment Option Monitoring and Summaries**

MFIM will review the performance of the investment options on the Elite Lists on a quarterly basis. Following the end of each calendar quarter, MFIM shall provide a summary of its quarterly review to the Service Provider for distribution to Plan Sponsor. The quarterly review will contain market commentary on the previous quarter and a review of the options on the Elite List within the Mesirow Financial POLICE Report, MFIM's proprietary watch list report. MFIM will use commercially reasonable effort to provide the quarterly review to Plan Sponsor within sixty (60) days after the end of each quarter. Plan Sponsor agrees and acknowledges MFIM's ability to perform the Services under this Agreement and timely deliver any and all documents or other deliverables hereunder is dependent on the timely and accurate delivery of necessary data by Service Provider and failure to deliver the quarterly review to Plan Sponsor within sixty (60) days after the end of the applicable quarter shall not be deemed a breach of this Agreement by MFIM.

**D. Auto-Execution Feature**

MFIM's fiduciary service will be offered with the "auto-execution feature". As further described in Sections 1.E. and 1.F. below, MFIM will provide a replacement investment option ("**Investment Option**"), when available, for any investment option that is removed from the Elite List or for any investment option that experienced a change in Core Asset Class such that Core Asset Class compliance is jeopardized. For any removal and replacement investment options made pursuant to this Section 1.D or Sections 1.E. and

1.F., replacement Investment Options will be made in accordance with the process described in Section 1 G below.

**E. Removal and Automatic Replacement of Investment Options from Elite List**

If for any reason MFIM should find it necessary to remove an investment option from an Elite List, or MFIM identifies investment options from the Plan's lineup that are not covered by its fiduciary service, MFIM will identify a replacement Investment Option, where available, and facilitate the automatic replacement of any removed investment option. The replacement Investment Option will be selected from remaining investment options on the Elite List within the same category or peer group as the removed investment option. In the event that a replacement Investment Option is not available from the Elite List in the same category or peer group as the removed investment option, and provided that the removed investment option is not in one of the five Core Asset Classes, MFIM will not identify a replacement Investment Option and the assets in the removed investment option will be mapped as described below in Section 1. G. MFIM will issue a written notice outlining its reasons for removal of the investment option and identify its chosen replacement Investment Option to the Plan Sponsor. Upon receipt of notice of such replacement Investment Option, Plan Sponsor shall have the right to terminate this Agreement, notwithstanding anything contrary herein. Unless Service Provider receives such notice of service termination from Plan Sponsor, Service Provider has agreed to implement any replacement Investment Option identified in the notification (including preparing and distributing any necessary employee communications) as soon as administratively feasible but in no event later than ninety (90) days following the notice from MFIM; provided that the Service Provider may implement alternative changes, as directed by the Plan Sponsor, so long as it remains in compliance with Core Asset Classes requirement described above and all such alternative changes are available on the Elite List. When only one share class is available for the Investment Option, MFIM's notification to the Plan Sponsor and Service Provider will reflect that share class. When multiple share classes are available, MFIM will list share classes in descending order of preference from lowest expense ratio to highest. If two share classes have the same expense ratio, then MFIM will list the one with the higher investment minimum. If such removal and replacement does not occur within such ninety (90) day period, then Plan Sponsor will be deemed to be in breach and subject to the cure and termination rights described in Section 1.A. above, as if such breach were a Core Asset Class Breach.

MFIM will continue to monitor any investment option removed from an Elite List for a 90-day period following the removal of such investment option. After the 90-day period, MFIM will have no obligation to continue monitoring the removed investment option and MFIM shall have no fiduciary responsibility with respect to the applicable investment option. If the Plan Sponsor determines that it will remove an investment option from the Plan, or add an investment option to the Plan other than any changes identified by MFIM for automatic replacement, the Plan Sponsor understands that it must provide written direction and instructions to the Service Provider to implement such change in the Plan's investment options. Except for any changes identified by MFIM for automatic replacement, Plan Sponsor will be solely responsible for determining whether to remove from the Plan any investment option removed from an Elite List and for selecting a replacement investment option and insuring that such replacing investment option continues to meet the minimum requirements set forth herein for MFIM to provide the Services.

**F. Core Asset Class Verification**

If for any reason MFIM identifies that the Core Asset Class requirements are not met, MFIM will identify necessary changes (including addition of an Investment Option) and, where applicable, share class (or share classes) as described in Section 1.E above, in order for the Core Asset Class requirements to be met. MFIM will issue a written notice to the Plan Sponsor outlining its reasons for the addition of the Investment Option. Upon receipt of notice of such replacement Investment Option, Plan Sponsor shall have the right to terminate this Agreement, notwithstanding anything contrary herein. Unless Service Provider receives such notice of service termination from Plan Sponsor, Service Provider has agreed to implement any replacement identified in the notification (including preparing and distributing any necessary employee communications) as soon as administratively feasible but in no event later than ninety (90) days following the notice from MFIM; provided that the Service Provider may implement

alternative changes, as directed by the Plan Sponsor, so long as it remains in compliance with Core Asset Classes requirement described above and all such alternative changes are available on the Elite List.

#### **G. Mapping Services**

If applicable, upon execution of this Agreement or upon selection of a replacement Investment Option pursuant to Sections 1.D - 1.F., MFIM will prepare a mapping strategy for moving investments in the Plan's existing investment options to new Investment Options. MFIM will issue a written notice to the Service Provider with the mapping strategy. The Service Provider has agreed to provide this notice to Plan Sponsor within thirty (30) days of receiving such notice from MFIM.

The Plan Sponsor understands and agrees that MFIM will construct the mapping strategy, to the extent possible, mapping amounts invested in an existing investment option that is being removed to an investment option (i) with characteristics (including characteristics relating to risk and rate of return) that are reasonably similar to the existing investment option and (ii) that is in an asset class represented in the Elite List. In the event that there is no investment option that satisfies both the criteria set forth in the preceding sentence, the mapping strategy will map to the investment option that is the:

- I. Plan's Qualified Default Investment Alternative ("QDIA") under DOL Regulation Section 2550.404c-5(e)(4). In the event the QDIA is a Target Date Fund suite, each participant's investment in the existing investment option will be mapped to the QDIA Target-Date Fund with the target retirement date closest to the date when the participant will attain age 65. The Plan Sponsor shall cause to be prepared and distributed the necessary employee communications concerning the mapping strategy as soon as administratively feasible but at least thirty (30) days and not more than sixty (60) days before the mapping strategy is implemented. The Plan Sponsor has provided the required participant notice for the QDIA to serve as the QDIA.
- II. Or, in the event that there is no Plan QDIA or it is not provided to MFIM by Service Provider, the mapping strategy will map an investment option on the Elite List that is a Target-Date suite, which also satisfies the requirements for a QDIA under DOL Regulation Section 2550.404c-5(e)(4). In the event that such a Target-Date suite is not available in the Plan's lineup, Plan Sponsor authorizes MFIM to add a Target-Date suite to the Plan lineup for the purposes of mapping assets. In this situation, each participant's investment in the existing investment option will be mapped to the QDIA Target-Date Fund with the target retirement date closest to the date when the participant will attain age 65. The Plan Sponsor shall cause to be prepared and distributed the necessary employee communications concerning the mapping strategy as soon as administratively feasible but at least thirty (30) days and not more than sixty (60) days before the mapping strategy is implemented. Such employee communications will also serve as the required participant notice for the Target-Date Fund suite to serve as the QDIA for mapping.

MFIM's authority and responsibility with respect to the Plan are as follows.

#### **H. MFIM's Fiduciary Status**

In performing the Services, MFIM is acting as a fiduciary as defined in Section 3(21)(A)(ii) of ERISA or, if the Plan is not subject to Title I of ERISA, MFIM is acting as a fiduciary to the Plan according to the same standards as would apply if the Plan were subject to Title I of ERISA. MFIM shall discharge its duties and obligations hereunder in accordance with the standard of care applicable under ERISA, regardless of whether the Plan is subject to Title I of ERISA. In addition, if the Plan is not subject to Title I of ERISA, the parties agree that, for all purposes under this Agreement, the applicable ERISA standard of care (including relevant governmental regulations and judicial precedent) shall be the sole governing standard of care applicable to MFIM and the Services regardless of any state law that may apply to the Plan or the Plan Sponsor. MFIM will assume only the specific and limited fiduciary responsibility and liability attendant to the Services as set forth in this Agreement and will not be considered a fiduciary of the Plan for any other purpose.

**I. Construction of Elite Lists**

The Plan Sponsor understands and agrees that MFIM's responsibility and authority for the construction of the Elite Lists are limited to the asset classes and investment options available to the Plan through the Service Provider's group annuity contract(s) and trust platform and submitted by Service Provider for MFIM's review. MFIM is under no obligation, and has no authority under this Agreement or otherwise, to select other asset classes or investment options in constructing the Elite Lists. In constructing the Elite Lists, MFIM will not consider any investment in stock or other property of the Plan Sponsor or its affiliates, other individual securities, self-directed brokerage accounts or investments other than the annuity investment options or other collective option vehicles offered through the Service Provider's group annuity contract(s) and trust platform.

**J. Scope of Authority**

MFIM has no authority or responsibility with respect to: (i) the selection, monitoring, retention, or termination of asset classes or investment options available through the Service Provider's plan administration platform; (ii) the management (except for the Services), administration, valuation, or custody of Plan assets; (iii) the administration of the Plan and the trust funding such Plan; (iv) any investment decision of any nature whatsoever of the Plan Sponsor, another investment manager, Participant or other person with respect to the Plan or any account there under; (v) the performance of any other investment manager; (vi) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; (vii) any change in value in any or all of the Plan's assets; (viii) any suitability determination, except any such determination related to the construction of the Elite Lists; (ix) any matters related to the fees charged to the Plan or the Participants for the use of the Elite Lists; (x) except for the construction of the Elite Lists, the diversification of the Plan's assets; and (xi) implementation by the Service Provider of the mapping strategy or any change in the investment options. The foregoing matters are solely the responsibility of the Plan Sponsor or its agents (other than MFIM).

**K. Control of Elite Lists**

MFIM will retain exclusive control and discretion with regard to the development and maintenance of the Elite Lists. MFIM will retain sole control and discretion over the development of any investment methodologies needed to develop and maintain the Elite Lists. All decisions regarding the composition of the Elite Lists will be solely the responsibility of MFIM based on the investment options available to the client plans through the Service Provider. MFIM will determine the Elite Lists through proprietary methodologies based on generally accepted investment principles. The investment methodologies used by MFIM in developing and maintaining the Elite Lists will be developed by MFIM independently and without regard to any potential benefit to the Service Provider, any other issuer of investment options available to the Plan or their affiliates. MFIM will update and maintain any systems within a reasonable timeframe to ensure that they continue to meet generally accepted investment principles. The Service Provider will assist in communications between MFIM and Plan Fiduciaries but will not in any way influence or otherwise be responsible for the development of the Elite Lists by MFIM and will not modify any advice or information provided by MFIM.

**L. Results Not Guaranteed**

MFIM and its affiliates do not and cannot warrant the results that may be attained from the use of the Elite Lists by the Plan Sponsor. Nothing in this Agreement will be construed as making MFIM an insurer or guarantor of any benefit or result, financial or otherwise, as a result of the provision of the Elite Lists.

## **Section 2: Fees**

The fees for the Services of MFIM under this Agreement are payable to the Service Provider, and neither the Plan nor the Plan Sponsor will have any liability for additional fees payable to MFIM with respect to this Agreement. Plan Sponsor acknowledges and authorizes Service Provider to pay these fees to MFIM, and acknowledges and agrees that such fees are reasonable compensation for the Services provided by MFIM.

### Section 3: Term and Termination

- A. Term.** Unless otherwise terminated as described in this Section 3 or Sections 1E and 1F above, this Agreement shall be for a term of one (1) year (the "Initial Term"), effective as of the first date assets are invested in investment options offered by the Service Provider following the Effective Date of the Agreement, and shall be automatically renewed for additional one (1) year periods, unless either party shall deliver to the other party a written notice of non-renewal at least thirty (30) business days prior to the date such renewal would take effect.
- B. Termination.** Upon completion of the Initial Term, either party may terminate this Agreement, without reason, by providing the other party with thirty (30) business days' prior written notice. The fees payable to MFIM under Section 2 for the Services shall accrue through the effective date of the termination.

The termination of this Agreement shall have no effect on any Service Agreement between Plan Sponsor and the Service Provider. However, if such Service Agreement between the Plan Sponsor and the Service Provider terminates, then this Agreement shall also automatically terminate. This Agreement shall also automatically terminate in the event that the separate Fiduciary Services Agreement between MFIM and the Service Provider terminates.

### Section 4: Indemnification; Limitation of Liability

- A. Indemnity by MFIM.** MFIM will indemnify, defend and hold the Plan Sponsor and its affiliates, members, directors, officers, shareholders, employees, representatives, agents (including, without limitation, financial advisors, brokers and other similar advisors), attorneys, successors and assigns (collectively, the "Plan Sponsor Indemnified Parties") harmless from and against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) ("Losses") solely to the extent such Losses arise directly from MFIM's breach of its ERISA fiduciary duties in connection with the performance of Services hereunder. MFIM shall not be liable or have any obligation with respect to any other Losses or damages. MFIM makes no express or implied warranties, and expressly disclaims all warranties of merchantability or fitness for a particular purpose or use. Without limiting any of the foregoing, in no event shall MFIM have any liability for any special, punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. This paragraph shall survive the termination of this agreement. Nothing herein shall in any way constitute a waiver or limitation of any rights which the Plan, Plan participant or Plan Sponsor otherwise may have under ERISA or any securities law.
- B. Indemnity by the Plan Sponsor.** The Plan Sponsor will indemnify, defend and hold MFIM and its affiliates, members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns (collectively, the "Mesirow Indemnified Parties") harmless from and against any and all Losses (as defined in the immediately preceding paragraph) arising from, out of or related to the Services or the Mesirow Indemnified Parties' performance hereunder; provided, however, that the Plan Sponsor will not be liable to indemnify, defend and hold any Mesirow Indemnified Party harmless to the extent such Losses arise directly from MFIM's breach of its ERISA fiduciary duties in connection with the performance of Services hereunder. Plan Sponsor will also indemnify, defend, and hold Mesirow Indemnified Parties harmless from any Losses arising out of (or relating to) any Plan Sponsor Investment Options.
- C. Acts of Others.** Except as provided by ERISA and this Agreement, MFIM will not be liable for the acts or omissions of any other person in respect of the Plan and its Participants, including, but not limited to, any acts or omissions of the Plan Sponsor and/or Service Provider.

### Section 5: General Provisions

- A. Form ADV.** MFIM is registered as an investment adviser under applicable federal law. Part 2 of MFIM's Form ADV contains additional information regarding MFIM and its services. A copy of MFIM's Form ADV Part 2 has been distributed to the Service Provider and the Service Provider has agreed to deliver this document to the Plan Sponsor in conjunction with the execution of this Agreement. The Plan Sponsor's signature hereunder acknowledges receipt of MFIM's Form ADV Part 2.
- B. Dispute Resolution.** Except in the event that injunctive relief is being sought, any dispute arising out of or related to the Agreement that is not settled promptly in the ordinary course of business or through senior management negotiations, shall be resolved through mandatory binding arbitration consistent with the terms of Paragraph C in this Section 5.
- C. Binding Arbitration.** Except in the event that injunctive relief is being sought, any controversy or claim arising out of or relating to the Agreement or the breach hereof which cannot be settled by the parties pursuant to Paragraph B in this Section 5, shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") as set forth herein. The parties shall endeavor to appoint a single arbitrator, and failing that, each party may select an arbitrator with knowledge of the types of Services provided for under this Agreement. Selection shall be completed within twenty (20) days of the receipt of a demand for arbitration. If either party fails to select an arbitrator within such twenty (20) day period, the one selected shall act as sole arbitrator. If two arbitrators have been selected, the two arbitrators selected shall select a third within fifteen (15) days after their selection. If they fail to do so, the third arbitrator shall be selected by the AAA. The arbitrators shall set a date of hearing no later than sixty (60) days from the date all arbitrators have been selected and shall enter a decision within thirty (30) day of the end of the proceeding. The arbitration proceeding shall take place in Chicago, Illinois. The award of any arbitration shall be final, conclusive, and binding on the parties hereto. The arbitrators may award any legal or equitable remedy. The arbitration award shall include an award of reasonable attorneys' fees to the prevailing party. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.
- D. Captions Not Determinative.** Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.
- E. Independent Contractors.** MFIM and the Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between both parties.
- F. Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.
- G. Notice.** All notices, including notices of address changes, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by registered or certified mail, postage prepaid to the appropriate address below:

With respect to any service or process or legal notice:

Mesirow Financial Investment Management, Inc.  
353 N. Clark Street – 9<sup>th</sup> Floor  
Chicago, IL 60654  
Attn: Investment Strategies Group

Including a copy to MFIM General Counsel at:

Mesirow Financial  
353 N. Clark Street – 6<sup>th</sup> Floor  
Chicago, IL 60654  
Attn: General Counsel



With respect to notice to Plan Sponsor:

The address and individual identified in the Exhibit A.

- H. **Severability.** In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.
- I. **Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- J. **Modification.** MFIM may change amend this Agreement in any respect, including modifying the fees, by giving the Plan Sponsor at least thirty (30) business days advanced written notice of the amendment.
- K. **Counterparts.** This Agreement must be executed with the signature of Plan Sponsor and MFIM and may be executed in multiple counterparts, each of which shall be deemed binding for all purposes hereof.
- L. **Assignment.** Neither party may assign this Agreement nor any of the rights or obligations granted hereunder without the other party's prior written consent.
- M. **Governing Law.** Except to the extent preempted by Federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflicts of law principles. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ARBITRATION PROCEEDINGS, SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN COOK COUNTY, ILLINOIS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN COOK COUNTY, ILLINOIS FOR ANY ACTION OR PROCEEDING.
- N. **Survival.** The terms of Section 2, Fees; Section 3, Term and Termination; Section 4 Indemnification; and Section 5, General Provisions shall survive the expiration or termination of this Agreement.
- O. **Authority.** The person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- P. **Entire Agreement.** Any Exhibit to this Agreement is hereby incorporated into and forms a part of this Agreement. This Agreement, and any Exhibit hereto, constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, marketing materials, understandings, and representations, written or oral, with respect to the subject matter addressed herein. The "Background" included at the beginning of this Agreement is hereby incorporated into this Agreement by this reference thereto.
- Q. **Limitation.** Nothing in this Agreement shall limit any rights the Plan Sponsor may have under applicable securities laws.

## Section 6: Acknowledgement, Acceptance and Agreements

Notwithstanding the Services provided under this Agreement, Plan Sponsor acknowledges, understands, and agrees that:

- A. MFIM has not provided assistance or exercised any discretion or authority, and will not provide assistance or exercise any discretion or authority, with respect to the Plan Sponsor's selection of the Service Provider or the overall line-up of investment options made available by the Service Provider.

- B. MFIM is responsible only for providing Plan Sponsor with the Services specifically set forth in this Agreement and not any other services.
- C. MFIM has no authority or responsibility with respect to: (i) the implementation of the Elite List by the Plan Sponsor; (ii) Service Provider's selection, monitoring, retention, or termination of asset classes or investment options available by the Service Provider; (iii) the management, administration, valuation, monitoring, or custody of assets of the Plan (other than monitoring of the investment options included in the Elite Lists); (iv) the execution of any transactions involving Plan assets; (v) the allocation of Plan assets among investment options; (vi) any investment decision of any nature whatsoever of the Plan Sponsor, investment manager, participant or other person with respect to the Plan; (vii) the performance of any investment manager; (viii) the failure of any investment manager to adhere to any of its policies and procedures governing investments; (ix) any change in value in any or all of the Plan's assets; or (x) any suitability determinations.
- D. Neither MFIM nor the Service Provider shall have any discretionary authority for the selection of the investment options offered under the Plan, and the Plan Sponsor shall retain all discretionary authority for determining the Plan's investment options.
- E. Plan Sponsor shall select at least one investment option from and maintain investment options in each of the five Core Asset Classes on the Elite List or this Agreement shall terminate immediately in accordance with Section 1.
- F. It is solely the responsibility of Plan Sponsor to select and retain the Service Provider and to determine the appropriate mix and number of asset classes and investment options to be made available under the Plan.
- G. The Service Provider has agreed to provide certain administrative and other services to facilitate the Services provided by MFIM hereunder. MFIM's performance under this Agreement is conditioned upon its receipt of those services by the Service Provider. The parties agree that in providing services to the Plan or the Plan Sponsor to facilitate the Services of MFIM, the Service Provider is not providing investment advice or otherwise acting as a fiduciary with respect to the Plan.
- H. MFIM may provide consulting and other services to the Service Provider with respect to various matters, including the services provided by the Service Provider relating to the availability of investment options offered to Plan Sponsor, as those Services are contemplated herein and for which MFIM receives compensation from the Service Provider.
- I. In performing the Services, MFIM is not required to take into account, and will not have taken into account, any company stock fund, self-directed brokerage option, or any other investment options outside of the standard investment options offered by the Service Provider. MFIM will not have any responsibility with respect to such company stock, self-directed brokerage option, or other non-standard investment options, and all decisions or actions with regard to such options shall be the sole responsibility of Plan Sponsor.
- J. Services provided under this Agreement do not guarantee investment results which are better than those which could be obtained without the Services and do not otherwise guarantee future results.
- K. Plan Sponsor acknowledges that by executing this Agreement it is directing and authorizing Service Provider to provide information with respect to the Plan (the "**Plan Data**") to MFIM. Services performed hereunder by MFIM will be based upon the Plan Data, including, but not limited to, financial and other information relating to the Plan's investment options.
- L. Plan Sponsor agrees to review, at least annually, the demographic of the Plan or other information necessary to determine the appropriateness of the Elite List chosen and make changes as necessary.


- M.** Plan Sponsor agrees that MFIM may deliver the Product / Services, provide notices, communication, reports and any disclosure documents to Plan Sponsor and its advisor through the e-mail addresses provided by Service Provider in the Plan Data. Plan Sponsor is responsible for updating Service Provider with any changes or updates. Plan Sponsor is able to receive electronic communications and agrees that such electronic communications (unless e-mail is returned as undeliverable in which case Service Provider and Plan Sponsor shall be required to as soon as administratively possible provide an alternative, functioning e-mail address) shall constitute delivery.
- N.** Plan Sponsor hereby grants MFIM the right to deliver Mesirow Financial POLICE Report®, MFIM's proprietary watch list report and other deliverables to the Plan's Service Provider, advisors and other party or person whom MFIM reasonably determines require the report for MFIM to provide the Services hereunder.
- O.** Plan Sponsor acknowledges that MFIM is entitled to rely upon all information provided to MFIM, whether financial or otherwise, by Plan Sponsor, Service Provider or other parties. Plan Sponsor represents that all such financial and other information provided to MFIM by Service Provider or its designees is true, correct and complete in all material respects.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Advisory Services Agreement, and will be legally bound by it, as of the Effective Date; provided, however, that this Agreement shall not become so binding on MFIM unless and until a copy hereof executed by Plan Sponsor is submitted to MFIM.

Plan Sponsor Name: Morrow County  
Signature: \_\_\_\_\_  
Name: Kate Knop  
Title: Finance Director  
Date: \_\_\_\_\_

Mesirow Financial Investment Management, Inc.

Signature:   
Name: Michael Annin  
Title: Senior Managing Director

Effective as Dated by Plan Sponsor

# Mesirow Financial Investment Management, Inc. Advisory Services Agreement

## EXHIBIT A

Effective Date: \_\_\_\_\_

Plan Sponsor Name: Morrow County  
(e.g., ABC Company)

Plan Name: Morrow County 401(a) Plan  
(e.g., ABC Company 401(k) Savings Plan)

OAFP Plan Number: G50157

MFIM Fee: (0.02%) (2 basis points) per year on all plan assets  
Plan Sponsor acknowledges and agrees that the AUM Fee is payable in one of the following four ways: (i) by the Plan Sponsor, (ii) payable by Plan Assets, (iii) incorporated in the bundled fee payable to the Service Provider, or (iv) paid directly by the Service Provider (with no additional or separate charge to the Plan Sponsor or Plan Assets). The specific treatment of the AUM Fee with respect to the Plan and Plan Sponsor is set forth on the fee disclosure notice provided by Service Provider to Plan Sponsor and which Plan Sponsor acknowledges and agrees it has received and reviewed. In furtherance of the foregoing, if applicable, Plan Sponsor further authorizes Service Provider to pay the AUM Fees to MFIM, and acknowledges and agrees that such AUM Fees are reasonable compensation for the Service provided by MFIM. Except for the AUM Fees (unless paid by Service Provider pursuant to clause (iv) of the first sentence of this paragraph), neither the Plan nor the Plan Sponsor will have any liability for additional fees payable to MFIM with respect to this Agreement.

Service Provider Fee: As of the date of this agreement, (0.01%) (1 basis point) per year on all plan assets as outlined in the agreement between Plan and Service Provider.

MFIM may change the fees by giving the Plan Sponsor at least thirty (30) business days advanced written notice of the new fees.

Notice to Plan Sponsor:

Name: Morrow County

Address: P.O. Box 867  
Heppner, OR 97836

Attention: Kate Knop

# *My OneCheck<sup>SM</sup> Online Client Request Form*

## **Required Customer Contract Language**

1. The investment advice software ("Software") to be provided to the authorized plan participants and plan beneficiaries ("Users") under this agreement is provided by Third Party Educational Services, Inc. d.b.a. MasteryPOINT Financial Technologies ("MasteryPOINT"), with the advice component provided to MasteryPOINT by Schlindwein Associates, LLC ("Schlindwein"). Schlindwein is registered with the Securities Exchange Commission as an Investment Advisor under the Investment Advisors Act of 1940. Schlindwein provides investment analysis, investment performance data, and mathematical modeling techniques on which the investment advice provided by the Software is based.
2. Schlindwein warrants that all analysis and mathematical modeling techniques provided for use in the Software have been developed by itself or by its licensors using reasonable financial assumptions and according to standard industry practices.
3. All parties acknowledge that **NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS PROVIDED** by MasteryPOINT or Schlindwein to the Plan Sponsor or any Users, including but not limited to any warranties to the effect that:
  - a. Any guidance or advice provided will result in investment allocations or investment selections that will meet the specific needs of the Users or
  - b. The Users will not incur investment losses or will lose less than they would have absent use of the Software or
  - c. The Software will enable the Users to realize gains greater than they would have absent use of the Software.
4. All authorized Users of the Software will be required to accept the terms and conditions for use of the Software prior to being able to access the Software. Those terms and conditions state, among other provisions, that:
  - a. Except as otherwise required by law, MasteryPOINT and Schlindwein will not be liable for any losses or damages (direct, indirect, or punitive) that may result from the Users' investment decisions or their use of MasteryPOINT Guidance Plus or any data related to such use. Federal securities laws impose liabilities in certain circumstances on persons who act in good faith; thus, nothing in this agreement shall in any way constitute a waiver of or limitation on any rights which users may have under federal securities laws.
  - b. Users understand and acknowledge that any recommendations provided to them through MasteryPOINT Guidance Plus are created by Schlindwein and not by their employer, retirement plan sponsor, the service provider for the Plan, or any other entity.
5. Schlindwein expressly agrees that it shall be a fiduciary within the meaning of Section 3(21) of ERISA with respect to any plan and individual user of the Software contemplated under the agreement between the OneAmerica companies and MasteryPOINT and Schlindwein only with respect to the

**(For use with My OneCheck<sup>SM</sup> Online Plan Only)**

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*Products and financial services provided by the companies of OneAmerica®*

One American Square, P.O. Box 368 | Indianapolis, IN 46206-0368 | (317) 285-1877 | [www.oneamerica.com](http://www.oneamerica.com)



TASK TYPE: RIA FORM

investment advice provided by the Software. All parties expressly agree that MasteryPOINT is not a fiduciary of any customer's plan within the meaning of ERISA and shall not be responsible for any breach of fiduciary duty with respect to the Software.

6. Schlindwein will indemnify and hold harmless the OneAmerica companies and the plan sponsor customers of the OneAmerica companies from liabilities, losses, claims, damages, and expenses (including reasonable attorney's fees) resulting specifically from a breach of its fiduciary duty with respect to the investment advice provided through the Software.
7. Other than Schlindwein's potential liability as a fiduciary as stated above, the parties agree that in no event shall MasteryPOINT or Schlindwein be liable to the Plan Sponsor for any direct, indirect, special, exemplary, punitive, or consequential damages arising out of or in connection with the provision of the Software.

**Name:** Kate Knop

**Title:** Finance Director

**Plan Sponsor Signature:** \_\_\_\_\_

**Plan Name:** Morrow County 401(a) Plan

**Plan Number:** G50157

**Date:** \_\_\_\_\_

**Note:** MasteryPoint and Schlindwein Associates, LLC are not affiliates of the companies of OneAmerica and are not OneAmerica companies.

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Request Form 8/5/2014

## OneForm Services Agreement

When used in this document, "we," "us," and "our" refer to the companies of OneAmerica®, which include American United Life Insurance Company®, McCready and Keene, Inc., and OneAmerica Retirement Services LLC.

Morrow County ("Employer"), as sponsor of the retirement plan(s) designated below ("Plan"), hereby authorizes us to provide certain ministerial services in connection with the administration of the Plan consistent with standard operating or processing criteria disclosed in the processing exhibits attached to this Agreement.

The Employer has received, read, understands and agrees to the terms and conditions for each service selected and described in the attached processing exhibits, agrees that the companies of OneAmerica will not be a fiduciary to the Plan as a result of following these agreements, and hereby holds the companies of OneAmerica harmless from any and every cause of action related to, arising from, and out of following the direction given in the processing exhibits.

The Employer further agrees that, as may be required in any of the processing exhibits attached to this Agreement, the Employer will execute any ancillary documents required for these services, including but not limited to any Plan amendments, policies or procedures as may be provided by us describing in greater detail the conditions under which such services may be provided, and under what conditions we may ministerially make determinations affecting participant transactions without further direction from the Employer. The Employer acknowledges that these ancillary documents may become part of the governing documents that collectively define the Plan, and are given the same force in the administration of the Plan as other Plan documents.

The Employer, for services for which a transaction fee is charged to the participant, approves a deduction from the applicable participant's account in the amount of the specified transaction fee as described in the Employer's services agreement and fee disclosure, as may be adjusted from time to time.

The Employer shall be solely responsible for any corrective contributions or other corrections resulting from untimely or inaccurate Plan and employee information provided to us.

This Agreement may be modified or terminated at any time by either party upon 30 days advance written notice to the other party.

The transmission of this Agreement as an "electronic record" containing an "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or as a facsimile transmission containing a facsimile of signature, shall be as effective, enforceable and valid as if a paper version of this Agreement was delivered containing the original written signature.

### Authorized Services:

- ☒ Automatic Rollover Individual Retirement Annuity ("IRA") Processing
- ☒ Rollover Processing

### Plans for which Services are Applicable:

Morrow County 401(a) Plan  
G50157





ONEAMERICA RETIREMENT SERVICES  
*Your future. Our goal.®*

**Accepted by:** Morrow County

**Employer Signature:** \_\_\_\_\_

**Print Name:** Kate Knop

**Title:** Finance Director

**Date:** \_\_\_\_\_

**Accept by:** OneAmerica

**Signature:** *Robert W. Schaffernoth*

**Print Name:** Robert W. Schaffernoth

**Title:** Vice President, Retirement Services Administration

Note: Products issued and underwritten by American United Life Insurance Company® ("AUL"), a OneAmerica company. Administrative and recordkeeping services provided by McCready and Keene, Inc. or OneAmerica Retirement Services LLC, companies of OneAmerica which are not broker/dealers or investment advisors. Group annuity contracts are issued by AUL and registered variable annuity products are distributed by OneAmerica Securities, Inc., Member FINRA, SIPC, a Registered Investment Advisor, 433 N. Capitol Ave., Indianapolis, IN 46204, 1-877-285-3863. Neither AUL, OneAmerica Securities, McCready and Keene, Inc., OneAmerica Retirement Services LLC nor their representatives provide tax, legal, fiduciary or investment advice.

Securities offered through OneAmerica Securities, Inc., Member FINRA, SIPC, 433 N. Capitol Ave., Indianapolis, IN 46204, 1-877-285-3863. OneAmerica Securities, Inc. is a wholly owned subsidiary of American United Life Insurance Company®.

Processing Agreement

## ***Automatic Rollover Individual Retirement Annuity ("IRA") Processing Exhibit***

The Employer authorizes us to process the direct rollover of participant accounts to an American United Life Insurance Company® ("AUL") Rollover IRA under the automatic rollover provisions of the Internal Revenue Code and the terms of the Plan.

AUL has established a group IRA to hold such direct rollover amounts and any other allowable rollover amounts in accounts established in the names of participants.

The AUL Rollover IRA is designed to preserve principal and to provide a reasonable rate of return. The goal of the Rollover IRA is to maintain the dollar value of the amount invested. Amounts rolled over to this AUL Rollover IRA are held for accumulation in the participants' accounts at fixed rates of interest paid by AUL. The fixed rates of credited interest cannot be less than the minimum interest rate specified in the AUL Rollover IRA contract and in participants' certificates of participation in the AUL Rollover IRA.

AUL certifies that it is an insurance company, the products of which are subject to regulation by the Departments of Insurance of the 49 states and the District of Columbia in which AUL does business.

All fees and expenses with respect to the AUL Rollover IRA shall not exceed the fees and expenses AUL charges for comparable IRAs established for reasons other than the receipt of an automatic rollover distribution.

A participant whose interest in the Plan has been distributed to the AUL Rollover IRA shall have the right to enforce the terms of this Agreement against AUL with regard to the participant's account in the AUL Rollover IRA, as evidenced by the participant's certificate of participation in the AUL Rollover IRA.

## ***Rollover Processing Exhibit***

The Employer authorizes us to process any participant rollover by depositing it directly into the individual participant account referenced on the paperwork received by taking the following actions:

- 1) Verifying the origination of the rollover to confirm that it is an eligible rollover.
- 2) Verifying that the provisions of the Plan permit the rollover.
- 3) Relying on the participant to provide the necessary rollover allocation among sources. In the event this information is not provided by the participant, we will allocate the rollover funds to the Plan using the following steps:
  - a) Reviewing documentation submitted with the funds to provide the necessary rollover allocation among sources; however
  - b) In the event the provided information is not sufficient to identify how to allocate the rollover amongst the Plan's sources, it will be assumed all rollover assets are pre-tax.
  - c) If at a later date, sufficient documents are provided to show rollover assets were not pre-tax, any necessary adjustments to sourcing may be made at that time.
- 4) Investing the rollover in the Plan's default investment alternative absent an affirmative investment election by the participant.



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- 5) Investing all rollovers as unrelated unless otherwise specified. An unrelated rollover is a rollover from an Individual Retirement Account ("IRA") or from a qualified plan sponsored by an unrelated employer.

Securities offered through OneAmerica Securities, Inc., Member FINRA, SIPC, 433 N. Capitol Ave., Indianapolis, IN 46204, 1-877-285-3863. OneAmerica Securities, Inc. is a wholly owned subsidiary of American United Life Insurance Company®.

Processing Agreement



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

(For BOC Use)  
Item #  
**5d**

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

Staff Contact: Sandi Pointer  
Department: Public Works - Waste Management  
Short Title of Agenda Item: **Solid Waste Advisory Committee member appointment**  
(No acronyms please)

Phone Number (Ext): 541-989-9500  
Requested Agenda Date: 12/02/2020

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

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

☐ N/A

Purchase Pre-Authorizations, Contracts & Agreements

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

Through:  
Budget Line:

Reviewed By:

_____ DATE	Department Head	Required for all BOC meetings
 DATE	Admin. Officer/BOC Office	Required for all BOC meetings
_____ DATE	County Counsel	*Required for all legal documents
_____ DATE	Finance Office	*Required for all contracts; other items as appropriate.
_____ DATE	Human Resources	*If appropriate

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

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

# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

**(Page 2 of 2)**

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

Morrow County Road Committee has a nine person committee with alternates. Public Works is working to fill vacant spot, looking to the future appointments expiring in Jan or Feb. Holding Committee meeting once or twice a year challenges us to keep updated. Attached you will find the application from the individuals wishing to be on the committee.

Representing as alternate is Kim Cutsforth for the South County and her term will expire in Feb. 2021. Representing South Co. at Large is Joe McElligott and his term has expired Aug 2020. Representing an alternate South Co. at Large is Bob Nairns and his term is to expire Feb. 2021.

We are actively keeping up on the expiring terms and filling those the best we can. The next Road Committee meeting is December 17, 2020 at 3:00.

## **2. FISCAL IMPACT:**

N/A

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

Motion to accept Kim Cutsforth as an alternate on the Road Committee representing South County for a 3 year term expiring on Dec. 2, 2024

Motion to accept Joe McElligott representing South Co. At Large and his term expiring on Dec. 2, 2024

Motion to accept Bob Nairns and alternate representing South Co. At Large and his term expiring Dec. 02, 2024.

☒ Attach additional background documentation as needed.

## - Road Committee Members -

Representing	Representative	Alternate	Term	Appointment	End Term
Boardman	Kevin Kennedy		3 YEARS	1/1/2016	January 1, 2022
		VACANT	3 Years		
Irrigon	Gregory Barron		3 YEARS	1/1/2017	January 1, 2020
		VACANT	3 Years		
Heppner	Cam Sweeney		3 YEARS	8/1/2017	August 1, 2020
		Gerry Arnson	3 Years	2/7/2018	February 7, 2021
Lexington	Brian Thompson		3 YEARS	7/1/2017	July 1, 2020
		Kyle Robinson	3 YEARS	2/7/2018	February 7, 2021
Ione	Donna RIETMAN		3 YEARS	2/7/2018	February 7, 2021
		Joe Rietman	3 YEARS	2/7/2018	February 7, 2021
South County	Frank Osmin		3 YEARS	2/7/2018	February 7, 2021
		Kim Cutsforth	3 YEARS	2/7/2018	February 7, 2021
North County	Karen Pettigrew		3 YEARS	2/7/2018	February 7, 2021
		VACANT	3 YEARS		
South Co. At Large	Joe McElligott		3 YEARS	8/1/2017	August 1, 2020
		Bob Nairns	3 YEARS	2/7/2018	February 7, 2021
North Co. At Large	Aaron Pamguist		3 YEARS	2/7/2018	February 7, 2021
		Luke Maynard	3 YEARS	1/16/2019	January 16, 2022

VACANT

EXPIRED

DUE SOON



Morrow County Public Works Department

365 W. Highway 74  
P.O. Box 428  
Lexington, OR. 97839  
Phone: (541) 989-9500  
Fax: (541) 989-8352

Matt Scrivner  
Director

Eric Imes  
Asst. Road Master

Sandi Pointer  
Management Asst.

Kirsti Cason  
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: November 16, 2020

Name: Bob Nairns

Address: 4. OR

Mailing Address: \_\_\_\_\_

E-mail Address: [Redacted] [Redacted]

Telephone: \_\_\_\_\_

Work: [Redacted]

Cell: [Redacted]

Home: [Redacted]

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: Heppner, South County, South county at large.  
Boardman, Irrigon, Heppner, Lexington, Ione, South County, North County  
South County at Large, North County at Large or any postion as an Alternate

Name: Bob Nairns

Occupation: Retired

Availability: days or evenings  
day, evenings or both?

Briefly state why you would like to serve on the Morrow County Road Committee

I am currently serving on the Morrow County  
Road Committee as an alternate and would  
like to become a voting member.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

I worked for Morrow County Public works  
for 34 years. The last 15 years of my  
career there I was the Assistant Public works  
Director.

Since retiring from Morrow County I have  
been on the road committee as an alternate.

I think that I am more than qualified  
for the position.

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

I have many years of experience in all aspects  
of Road Construction and maintenance, as well  
as budgets, transportation plans, and Interchange  
area management plans.

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

15 years of preparing budgets for the Morrow County  
public works department, which prepared several budgets  
each year.



Morrow County Public Works Department  
365 W. Highway 74  
P.O. Box 428  
Lexington, OR. 97839  
Phone: (541) 989-9500  
Fax: (541) 989-8352

Matt Scrivner  
Director

Eric Imes  
Asst. Road Master

Sandi Pointer  
Management Asst.

Kirsti Cason  
Administrative Asst.



### Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 11/5/20

Name: Joe McElligott

Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Work: \_\_\_\_\_

Cell: \_\_\_\_\_

Home: \_\_\_\_\_

RECEIVED NOV 09 2020

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: south County at Large,  
*Boardman, Irrigon, Heppner, Lexington, lone, South County, North County*  
*South County at Large, North County at Large or any postion as an Alternate*

Name: Joe McElligott

Occupation: Rancher

Availability: \_\_\_\_\_  
*day, evenings or both?*

Briefly state why you would like to serve on the Morrow County Road Committee  
I would to represent south county citizens helping the county road department set priorities.

In my work we travel many roads in South Morrow county  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

owner operator Snow-McElligott  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience

Morrow County Public Works Department

365 W. Highway 74  
P.O. Box 428  
Lexington, OR. 97839  
Phone: (541) 989-9500  
Fax: (541) 989-8352

Matt Scrivner  
Director

Eric Imes  
Asst. Road Master

Sandi Pointer  
Management Asst.

Kirsti Cason  
Administrative Asst.



Application for Morrow County Committee

Application will remain active for six months after it is received.

Date: 4-Nov-20

Name: Kim Cutsforth

Address: 20070 N. 1st St.

Mail: Heppner, OR 97830

E-mail Address: [Redacted]

Telephone: [Redacted]

Work: [Redacted]

Cell: [Redacted]

Home: [Redacted]

NOTE: Information on this page is considered public record and may be available up on request.

Area of Representation: South Morrow County  
*Boardman, Irrigon, Heppner, Lexington, Lone, South County, North County*  
*South County at Large, North County at Large or any postion as an Alternate*

Name: Kim Cutsforth

Occupation: Executive Director HBB Foundation

Availability: Open  
*day, evenings or both?*

Briefly state why you would like to serve on the Morrow County Road Committee  
Long time resident, experienced with road projects, city and county

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position.

see above  
currently serving on the committee

Please list personal and/or professional interest relevant to this committee and how you would use those skills to help develop, evaluate and plan during meetings:

Budget and project funding

Road funds are dedicated funding defined by state statue and is prioritized by road classification to determine work schedules and allocations: Please explain your experience



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

(For BOC Use)  
Item #

5e

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

Presenter at BOC: Katie Imes

Phone Number (Ext): 541-676-5667

Department: The Loop

Requested Agenda Date: December 2nd, 2020

Short Title of Agenda Item:

(No acronyms please)

The Loop Preliminary Annual Operating Plan Fiscal Year 2021/2022

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

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

☒ N/A

Purchase Pre-Authorizations, Contracts & Agreements

Contractor/Entity:

Contractor/Entity Address:

Effective Dates – From:

Through:

Total Contract Amount:

Budget Line:

Does the contract amount exceed \$5,000? ☐ Yes ☒ No

Reviewed By:

 11/24/20  
DATE Department Director

Required for all BOC meetings

 11/30/20  
DATE Administrator

Required for all BOC meetings

\_\_\_\_\_  
DATE County Counsel

\*Required for all legal documents

\_\_\_\_\_  
DATE Finance Office

\*Required for all contracts; other items as appropriate.

\_\_\_\_\_  
DATE Human Resources

\*If appropriate

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

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

Rev: 3/30/20

# **AGENDA ITEM COVER SHEET**

**Morrow County Board of Commissioners**

**(Page 2 of 2)**

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

Update to Commissioners, on Advisory Committees efforts to create an Annual Operating Plan for the Loop, fiscal year 2021-2022

The Statewide Transportation Improvement Fund and Special Transportation Fund Advisory Committees are working together to create an Annual Operating Plan for the The Loop. This document will capture the anticipated services and forecasts opportunities and challenges (that reasonably can be anticipated). The goal of this document is not only to provide a road map for the next fiscal year 2021/2022, but to guide the on-going discussion about how public transportation is planned, deployed and managed in Morrow County.

The plan will be broken out in three sections as follows:

1. Existing Services to be delivered (and any potential changes taking place).
2. Known project opportunities within Morrow County.
3. Known opportunities or challenges that may occur in our method, means, or model of delivery.

The document will be a "Living Document", it should not be construed as limiting our response to opportunities, or our option to resolve challenges.

## **2. FISCAL IMPACT:**

N/A

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

Motion to acknowledge the Statewide Transportation Improvement Fund and Special Transportation Fund Advisory Committees efforts in developing an "Annual Operating Plan" for the Loop.

☒ Attach additional background documentation as needed.



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**The Loop Preliminary Annual Operating Plan Outline**  
**FY 2021/2022**

**Existing Services**

- 1) Demand Response
- 2) Shopping Trips

**Known Service Opportunities**

- 1) Weekly Shopping Trips vs. Monthly
- 2) Fixed Route Services
  - a) Port of Morrow/Boardman Circulator
  - b) Arlington/Boardman/Port of Morrow Connector
  - c) Heppner/Boardman Connector
- 3) Event Driven Opportunities
  - a. Morrow County Fair & Rodeo
  - b. St. Patrick's Festival
  - c. Morrow County Harvest Festival
  - d. Watermelon Festival
  - e. Pendleton Roundup
  - f. Umatilla County Fair & Rodeo

**Known Challenges**

- 1) Infrastructure – Bus Barns, Staffing, Fleet Expansion, Fixed Route Maintenance

**Known Opportunities**

- 1) STIF Discretionary FY 21/22 (OTC decisions May, 2020)
  - a. Capital Purchases – 5 buses and 1 passenger van
  - b. Planning Project – Bus Barn
  - c. Operating- to launch new fixed route services
- 2) STIF Formula FY 21/22 (Application due February 1<sup>st</sup>, 2021)
  - a. Outline projects to support existing services and expansion
- 3) STF Formula FY 21/22 (Application due March 1<sup>st</sup>, 2020)
  - a. Operations- Demand Response Service

- 4) Section 5310 FY 21/22 (Application due March 1st, 2020)
  - a. Purchased Services (CareVan & Kayak), Preventive Maintenance
- 5) Section 5339 FY 22/23
  - a. Bus Barn/Transit Facility, Capital Purchases, Update Morrow County Coordinated Human Services Transportation Plan

DRAFT



**Disease Spread Table**

<b>Disease Activity</b>	<b>Lower Risk</b>	<b>Moderate Risk</b>	<b>High Risk</b>	<b>Extreme Risk</b>
<b>Rate of COVID-19 cases per 100,000 over 14 days (counties with 30,000 or more people)</b>	<50.0	50.0 to <100.0	100.0 to < 200.0	≥200.0
<b>-or-</b>				
<b>Number of COVID-19 cases over 14 days (counties with less than 30,000 people)</b>	<30	30 to <45	45 to <60	≥60
<b>-and-</b>				
<b>Percentage test positivity over previous 14 days</b>	<5.0%	5.0% to <8.0%	8.0% to <10.0%	≥10.0%

## County Risk Level Table



OFFICE OF THE DIRECTOR

Kate Brown, Governor



Activities	Lower Risk	Moderate Risk	High Risk	Extreme Risk
<b>Social and At-Home Gathering Size — Indoor</b>	Max 10, recommended limit 4 households	Max 8, recommended limit 2 households	Max 6, recommended limit 2 households	Max 6, recommended limit 2 households
<b>Social and At-Home Gathering Size — Outdoor</b>	Max 12	Max 10	Max 8	Max 6, recommended limit 2 households
<b>Eating and Drinking Establishments</b>	Indoor Dining available at 50% capacity, 12:00a Close, Outdoor Dining 300 cap, max 8 per table.	Indoor Dining available at 50% capacity or a max 100 (whichever is smaller), max 6 per table. 11:00p Close, Outdoor Dining 150 cap, max 8 per table	Indoor dining available, not to exceed 25% capacity, max 50 capacity, 11:00p Close Outdoor Dining Available, max capacity 75, max 6 per table, limit 2 households	Takeout highly recommended. Outdoor dining, max 50 capacity, 11:00p Close, max 6 per table, limit 2 households
<b>Indoor Recreation and Fitness Establishments (includes gyms, fitness organizations, indoor recreational sports, indoor pools, indoor K-12 sports, indoor collegiate sports, indoor personal training, indoor dance)</b>	Max 50% capacity	Max 50% capacity or 100 total (whichever is smaller)	Max 25% capacity or 50 total (whichever is smaller)	Prohibited
<b>Indoor Entertainment Establishments (includes aquariums, indoor theaters, indoor arenas, indoor concert halls, indoor gardens, indoor museums, indoor entertainment activities of any kind, indoor event spaces)</b>	Max 50% capacity	Max 50% capacity or 100 total (whichever is smaller)	Max 25% capacity or 50 total (whichever is smaller)	Prohibited
<b>Retail Stores (includes Farmers' Markets, Grocery Stores, Convenience Stores and Pharmacies)</b>	Max 75% of capacity, encourage curbside pick-up	Max 75% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up
<b>Indoor and Outdoor Shopping Centers/Malls</b>	Max 75% of capacity, encourage curbside pick-up	Max 75% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up
<b>Faith Institutions, Funeral Homes, Mortuaries, Cemeteries</b>	Indoor max 75% capacity 300 outdoor	Indoor max 50% capacity or 150 total (whichever is smaller), 250 outdoor	Indoor max 25% capacity or 150 total (whichever is smaller), 200 outdoor	Indoor max 25% capacity or 100 total (whichever is smaller), 150 outdoor
<b>Offices</b>	Limited office work available	Recommend remote work if able	Recommend remote work if able	Require remote work if able, close offices to the public
<b>Outdoor Recreation and Fitness Establishments (includes outdoor gyms, outdoor fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails, outdoor campsites, outdoor K-12 sports, outdoor collegiate sports, outdoor personal training, outdoor dance)</b>	Max 300	Max 150	Max 75	Max 50
<b>Outdoor Entertainment Establishments (includes Zoos, outdoor gardens, outdoor aquariums, outdoor theaters, outdoor stadiums, outdoor event spaces, outdoor arenas, outdoor concert halls, outdoor entertainment activities of any kind)</b>	Max 300	Max 150	Max 75	Max 50
<b>Personal Services</b>	Allowed	Allowed	Allowed	Allowed
<b>Long-Term Care</b>	Visitation allowed	Visitation allowed	Visitation allowed	Outside visitation only

- All activities are subject to more detailed, sector-specific guidance.
- Subject to more detailed sector-specific guidance, all activities assume mask usage, minimum physical distancing, provisions for hand hygiene and enhanced cleaning protocols.
- Congregate homeless sheltering, Youth Programs, Childcare, K12 Schools, Higher Education, Drive In Operations and current Division 1 and Professional Athletics exemptions operate under sector specific guidance for all risk levels.

**Document accessibility:** For individuals with disabilities or individuals who speak a language other than English, OHA can provide information in alternate formats such as translations, large print, or braille Contact the Health Information Center at 1-971-673-2411, 711 TTY or [COVID19.LanguageAccess@dhsosha.state.or.us](mailto:COVID19.LanguageAccess@dhsosha.state.or.us)

## Guidance by Activity



OFFICE OF THE DIRECTOR

Kate Brown, Governor



Activities	Lower Risk	Moderate Risk	High Risk	Extreme Risk
<b>Social and At-Home Gathering Size — Indoor</b>	Max 10, recommended limit 4 households	Max 8, recommended limit 2 households	Max 6, recommended limit 2 households	Max 6, recommended limit 2 households
<b>Social and At-Home Gathering Size — Outdoor</b>	Max 12	Max 10	Max 8	Max 6, recommended limit 2 households
<b>Eating and Drinking Establishments</b>	Indoor Dining available at 50% capacity, 12:00a Close, Outdoor Dining 300 cap, max 8 per table.	Indoor Dining available at 50% capacity or a max 100 (whichever is smaller), max 6 per table. 11:00p Close, Outdoor Dining 150 cap, max 8 per table	Indoor dining available, not to exceed 25% capacity, max 50 capacity, 11:00p Close Outdoor Dining Available, max capacity 75, max 6 per table, limit 2 households	Takeout highly recommended. Outdoor dining, max 50 capacity, 11:00p Close, max 6 per table, limit 2 households
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<b>Indoor Entertainment Establishments (includes aquariums, indoor theaters, indoor arenas, indoor concert halls, indoor gardens, indoor museums, indoor entertainment activities of any kind, indoor event spaces)</b>	Max 50% capacity	Max 50% capacity or 100 total (whichever is smaller)	Max 25% capacity or 50 total (whichever is smaller)	Prohibited
<b>Retail Stores (includes Farmers' Markets, Grocery Stores, Convenience Stores and Pharmacies)</b>	Max 75% of capacity, encourage curbside pick-up	Max 75% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up
<b>Indoor and Outdoor Shopping Centers/Malls</b>	Max 75% of capacity, encourage curbside pick-up	Max 75% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up	Max 50% of capacity, encourage curbside pick-up
<b>Faith Institutions, Funeral Homes, Mortuaries, Cemeteries</b>	Indoor max 75% capacity 300 outdoor	Indoor max 50% capacity or 150 total (whichever is smaller), 250 outdoor	Indoor max 25% capacity or 150 total (whichever is smaller), 200 outdoor	Indoor max 25% capacity or 100 total (whichever is smaller), 150 outdoor
<b>Offices</b>	Limited office work available	Recommend remote work if able	Recommend remote work if able	Require remote work if able, close offices to the public
<b>Outdoor Recreation and Fitness Establishments (includes outdoor gyms, outdoor fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails, outdoor campsites, outdoor K-12 sports, outdoor collegiate sports, outdoor personal training, outdoor dance)</b>	Max 300	Max 150	Max 75	Max 50
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<b>Personal Services</b>	Allowed	Allowed	Allowed	Allowed
<b>Long-Term Care</b>	Visitation allowed	Visitation allowed	Visitation allowed	Outside visitation only

- All activities are subject to more detailed, sector-specific guidance.
- Subject to more detailed sector-specific guidance, all activities assume mask usage, minimum physical distancing, provisions for hand hygiene and enhanced cleaning protocols.
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## Oregon's COVID-19 Risk Levels

Hover over a county to see more information

### Statewide Metrics

**11/08/2020 - 11/21/2020**

**348.4 Cases Per 100k Residents**

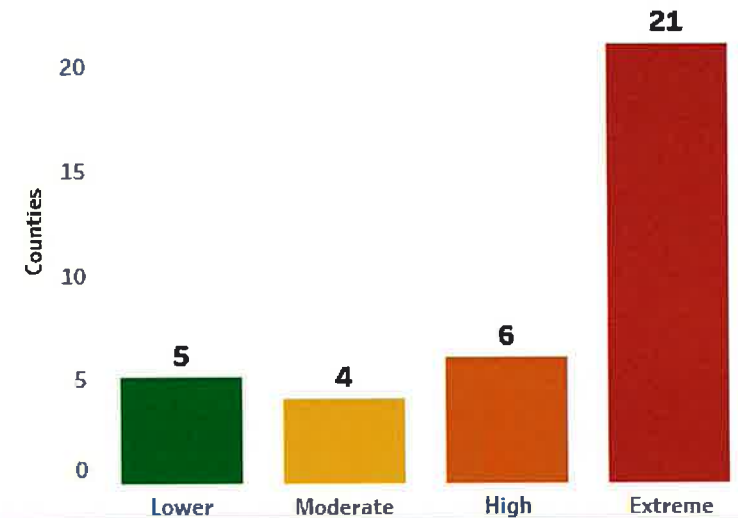
**7.0% Test Positivity**

### COVID-19 Risk Levels

- Lower
- Moderate
- High
- Extreme

Hover over one of the bars below to highlight the counties in that risk level

### Oregon Counties by COVID-19 Risk Level



Notes:

COVID-19 data are provisional and subject to change.





## Administration

P.O. Box 788 • Heppner OR 97836  
(541) 676-2529 Fax (541) 676-5619

Darrell Green  
County Administrator  
dgreen@co.morrow.or.us

**TO:** Board of Commissioners  
**FROM:** Darrell Green, County Administrator  
**DATE:** November 30, 2020  
**RE:** Administrator Monthly Report for November 2020

Below are the highlights for the month of November.

1. North County Government Building update:
  - a) We have had several furniture meetings in the month of November. We will be wrapping up the furniture in December.
  - b) We have chosen our flooring, paint and cabinetry finishes for the building.
2. The Morrow County Government Command Center Team meets weekly to discuss what action(s) the county should take in the event COVID-19 levels off/subsides or if it gets worse. Our number of positive cases has risen significantly in November. Discussions around how to mitigate and message the spread have been ongoing. We are working on adding 2-4 contract tracers.
3. I have been participating on multiple weekly conference and Zoom calls with OHA and local public health entities discussing COVID-19.
4. Other projects or activities;
  - a) Courthouse Space Analysis
  - b) Sheriff Station 2
  - c) Long Range Planning
  - d) Retirement Plan implementation

Sincerely,

A handwritten signature in blue ink, appearing to read "Darrell J Green", is written over a horizontal line.

Darrell J Green



## Morrow County Sheriff's Office - Monthly Stats 2020

Incident	July	August	Sept	October	Nov	Dec	
Alarms	9	6	8	5	9		
Animal Complaint	39	25	37	37	26		
Agency Assist	21	20	22	19	14		
Assaults	8	0	9	2	3		
Burglary	3	0	2	3	4		
CHL	35	30	39	44	34		
Citizen Assist	20	15	14	11	12		
Civil Service	43	68	95	102	70		
County Code Calls	24	30	33	35	14		
Heppner area	0	0	1	0	0		
Irrigon area	11	8	21	15	8		
Bdmn area	11	22	10	20	17		
lone/Lex area	2	0	1	0	0		
Death Investigation	0	1	0	5	2		
Disturbance	13	15	16	8	9		
Dog	78	82	65	62	49		
Driving Complaints	102	93	86	153	81		
Drunk/Impaired Driver	4	1	8	2	2		
EMS	13	22	9	20	8		
Hit & Run	4	4	2	3	0		
Juvenile Complaints	9	6	29	27	17		
Motor Vehicle Crashes	6	1	4	7	14		
RV Code	1	1	0	0	0		
Suicidal	6	4	2	1	2		
Suspicious Activity	41	38	43	37	37		
Theft	15	15	11	15	11		
Trespass	9	14	7	6	9		
Traffic Stops - Cite	75	73	42	72	46		
<b>Total Traffic Stops</b>	<b>219</b>	<b>150</b>	<b>150</b>	<b>212</b>	<b>196</b>		
UUMV-Stolen vehicle	3	1	5	0	3		
Welfare Check	17	17	17	18	13		
<b>Totals</b>	<b>817</b>	<b>805</b>	<b>755</b>	<b>906</b>	<b>710</b>		
Other Misc. Incidents	881	637	936	588	501		
<b>Total # of Incidents</b>	<b>1698</b>	<b>1442</b>	<b>1691</b>	<b>1494</b>	<b>1211</b>		
Felony Arrests	16	15	20	11	14		
<b>Total # of Arrests</b>	<b>37</b>	<b>33</b>	<b>43</b>	<b>32</b>	<b>28</b>		



## Morrow County Sheriff's Office - Monthly Stats 2020

Incident	Jan	Feb	Mar	April	May	June	
Alarms	8	8	6	3	8	12	
Animal Complaint	14	23	13	29	31	20	
Agency Assist	17	10	10	20	1	24	
Assaults	4	1	5	1	13	5	
Burglary	4	8	0	2	2	4	
CHL	29	11	17	13	18	4	
Citizen Assist	18	16	10	17	18	19	
Civil Service	69	54	56	16	28	52	
County Code Calls	44	34	31	23	16	11	
Heppner area	3	1	2	0	2	1	
Irrigon area	23	27	15	9	8	4	
Bdmn area	17	5	16	13	6	6	
lone/Lex area	0	1	1	1	0	0	
Death Investigation	1	0	1	0	1	0	
Disturbance	9	10	23	16	12	17	
Dog	52	50	52	39	64	49	
Driving Complaints	102	124	150	95	82	101	
Drunk/Impaired Driver	4	1	4	3	1	1	
EMS	15	14	16	12	19	23	
Hit & Run	4	3	4	2	2	0	
Juvenile Complaints	12	30	17	4	21	11	
Motor Vehicle Crashes	24	7	7	4	4	6	
RV Code	0	0	0	0	0	0	
Suicidal	6	6	1	4	4	5	
Suspicious Activity	49	33	25	38	42	41	
Theft	15	10	11	7	15	13	
Trespass	13	10	6	17	9	7	
Traffic Stops - Cite	63	49	64	41	112	90	
<b>Total Traffic Stops</b>	<b>201</b>	<b>197</b>	<b>228</b>	<b>105</b>	<b>240</b>	<b>212</b>	
UUMV-Stolen vehicle	1	0	1	2	2	3	
Welfare Check	12	12	14	11	14	12	
<b>Totals</b>	<b>790</b>	<b>721</b>	<b>772</b>	<b>483</b>	<b>779</b>	<b>742</b>	
Other Misc. Incidents	594	622	624	729	739	821	
<b>Total # of Incidents</b>	<b>1384</b>	<b>1343</b>	<b>1396</b>	<b>1212</b>	<b>1518</b>	<b>1563</b>	
Felony Arrests	25	19	12	7	12	11	
<b>Total # of Arrests</b>	<b>50</b>	<b>36</b>	<b>30</b>	<b>24</b>	<b>28</b>	<b>29</b>	



# ACTION ALERT

## Main Street Matters: Local business needs substantial remedies now, and they need to be able to re-open for good

*The OSCC Board of Directors has issued the following statement. It is motivated by the desperation we have seen from our small business community. We feel it is time to be real and plain spoken about what it's going to take to get our businesses back on their feet. OSCC members are welcome to forward this alert to their membership, however, no chamber is obliged to do so.*

Today, the Oregon State Chamber of Commerce (OSCC) is stating as clearly and plainly as possible: **Local businesses need to be made whole, and they need to be able to re-open for business now.**

The Oregon State Chamber of Commerce comes to this conclusion by way of the following:

1. **Our businesses have been extremely responsible to our community and to the Covid-19 guidance coming from the state.** The recent adoption of the Oregon OSHA Covid-19 Standard further means that Oregon workplaces are some of the safest and most sanitary places for customers and employees to be. Public health officials have been clear that Covid-19 is spreading in Oregon for reasons unrelated to our businesses being open.
2. **Our local businesses deserve the same consideration as the Large Corporations that have prospered due to elimination of small business competition and our government employees that have been kept whole.** The shutdown of our local businesses has paved the way for corporate giants to profit in the absence of thriving local business communities. Similarly, the Governor has made every effort to keep public employees drawing full paychecks. We also note that even local governments continued to ratchet up property taxes with little consideration for economic impact. The "forgotten"



people in this state have been our local businesses and their employees who have been crushed by their state government and left to fend for themselves.

**3. The remedies to small business currently being offered by the State are completely inadequate.** Last week's distribution of \$20 million of small business grants by Business Oregon closed after 15 minutes due to oversubscription. Similarly, the \$55 million offered this past week by Governor Brown is wholly inadequate to match the current devastation in our local business communities. The economic damage to our local businesses and families is in the billions of dollars, not millions.

**4. Shutdowns are sending our employees into a failed state unemployment system that has a history of failing to deliver timely benefits.** This is disastrous for our valued employees and completely avoidable if they were simply allowed to work and earn their paychecks. To help give our local businesses equal consideration, the OSCC and our members across Oregon are calling for:

1. Immediate re-opening of all Oregon businesses.
2. Substantial remedies to our local businesses that have been forced to shut down through no fault of their own as the state has deprived these businesses and employees of their livelihoods.
3. A \$75 million Hospitality Relief fund dedicated to helping our state's restaurants and hospitality businesses recover.
4. A Moratorium on new or increased taxes and fees at the state and local level. Whether direct or indirect, these increase the cost of business and further deprive our businesses of cash flow.
5. Stabilization of the commercial rental market through a short term tax credit for property owners that are willing to waive debt for commercial tenants that are behind on rent.

OSCC is calling on Governor Brown and lawmakers to give local businesses and their employees the same consideration given to others during the Covid-19 pandemic. Local businesses and their employees have shouldered the largest costs imposed by state government and now is the time to help them recover.

**Send your message today**

---

Oregon State Chamber of Commerce (OSCC) | 991 Liberty Street SE, Salem,  
OR 97302

**From:** RANCIER Racquel R \* WRD <[Racquel.R.Rancier@oregon.gov](mailto:Racquel.R.Rancier@oregon.gov)>  
**Sent:** Tuesday, November 24, 2020 5:39 PM  
**To:** J. R. Cook ([jrcook@northeastoregonwater.org](mailto:jrcook@northeastoregonwater.org)) <[jrcook@northeastoregonwater.org](mailto:jrcook@northeastoregonwater.org)>  
**Cc:** BYLER Thomas M \* WRD <[Thomas.M.Byler@oregon.gov](mailto:Thomas.M.Byler@oregon.gov)>; POTTER Breeze K \* WRD <[Breeze.K.POTTER@oregon.gov](mailto:Breeze.K.POTTER@oregon.gov)>; KOWITZ Chris C \* WRD <[Chris.C.Kowitz@oregon.gov](mailto:Chris.C.Kowitz@oregon.gov)>; REP Smith G <[Rep.GregSmith@oregonlegislature.gov](mailto:Rep.GregSmith@oregonlegislature.gov)>; [john.shafer@umatillacounty.net](mailto:john.shafer@umatillacounty.net); [ryann@portofmorrow.com](mailto:ryann@portofmorrow.com); PUZEY Kim <[Kim.Puzey@contacts.entss.or.gov](mailto:Kim.Puzey@contacts.entss.or.gov)>; [aaron.palmquist@ci.irrigon.or.us](mailto:aaron.palmquist@ci.irrigon.or.us); [bsmith@hermiston.or.us](mailto:bsmith@hermiston.or.us); [PettigrewK@cityofboardman.com](mailto:PettigrewK@cityofboardman.com); [bobby@bobbylevyfororegon.com](mailto:bobby@bobbylevyfororegon.com); Bill Hansell <[sen.billhansell@state.or.us](mailto:sen.billhansell@state.or.us)>; Melissa Lindsay <[mlindsay@co.morrow.or.us](mailto:mlindsay@co.morrow.or.us)>; Tamra Mabbott <[tmabbott@co.morrow.or.us](mailto:tmabbott@co.morrow.or.us)>; DOOLEY Deirdre A \* WRD <[Deirdre.A.Dooley@oregon.gov](mailto:Deirdre.A.Dooley@oregon.gov)>  
**Subject:** RE: [OWRC\_Agenda-Min] PETITION FOR RULE AMENDMENT OR RULEMAKING Public Comments Period Re-Opened

Good evening,

I hope you are well. Thank you for reaching out and for the feedback and questions.

As you know, we have to invite public comment on the petition and the decision must be made by the Commission within 90 days, which doesn't leave us a lot of time during the holiday season. As such, please know that we are doing our best to undertake these responsibilities while balancing our other work. I am sorry if our actions have created confusion.

We are reopening the public comment period because we were contacted last week by a stakeholder within the basin that was seeking to comment and was unclear about the process. While the stakeholder did not specifically request reopening, we typically extend the comment period for rulemakings to allow interested persons to weigh in when such participation will not adversely impact our ability to complete the work in a timely fashion. We see this as being in the spirit of public participation.

As suggested, we will be sending out an email notice to ensure there is greater clarity on the public comment and decision-making process and that interested persons understand this will be the last and final opportunity to comment. The notice will clarify that written or oral comments will not be accepted or considered if received after December 1. At the December 15 Commission meeting, there will not be public comment prior to the Commission's decision. We understand there may have been some confusion on this point in prior notices.

I understand and appreciate that you worked hard to put forward your comments by the original deadline. Please know that should you have further comments during the extended period, you are welcome to submit additional comments or an addendum to your comments to make sure they fully represent your views and interests.

We have posted the comments here and will continue to do so for new comments that we receive: <http://filepickup.wrd.state.or.us/files/Ordinance%20CGWA%20Rule%20Petition%20Comments/>. We will include this information in our email notice as well.

There are a large number of files (many as form emails) so we have had to compress them and separate them into several folders for download. If you have trouble viewing them, please let Breeze (copied here) know and we will work to find another approach.

Thank you for reaching out to express your concerns and please let us know if you have further questions or feedback.

Thanks,

Racquel

*Racquel Rancier*

Policy Manager

725 Summer Street NE, Suite A, Salem, OR 97301 | Direct Phone: 503-302-9235 | General Phone: 503-986-0900



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**From:** BYLER Thomas M \* WRD <[Thomas.M.Byler@oregon.gov](mailto:Thomas.M.Byler@oregon.gov)>

**Sent:** Tuesday, November 24, 2020 2:04 PM

**To:** RANCIER Racquel R \* WRD <[Racquel.R.Rancier@oregon.gov](mailto:Racquel.R.Rancier@oregon.gov)>

**Subject:** FW: [OWRC\_Agenda-Min] PETITION FOR RULE AMENDMENT OR RULEMAKING Public Comments Period Re-Opened

*Tom Byler*

DIRECTOR

Oregon Water Resources Department

725 Summer Street NE, Suite A Salem, OR 97301 | Phone 503-986-0910



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**From:** J.R. Cook <[jrcook@northeastoregonwater.org](mailto:jrcook@northeastoregonwater.org)>

**Sent:** Saturday, November 21, 2020 10:37 AM

**To:** DOOLEY Deirdre A \* WRD <[Deirdre.A.Dooley@oregon.gov](mailto:Deirdre.A.Dooley@oregon.gov)>

**Cc:** BYLER Thomas M \* WRD <[Thomas.M.Byler@oregon.gov](mailto:Thomas.M.Byler@oregon.gov)>; Tamra Mabbott

<[tmabbott@co.morrow.or.us](mailto:tmabbott@co.morrow.or.us)>; Melissa Lindsay <[mlindsay@co.morrow.or.us](mailto:mlindsay@co.morrow.or.us)>; John Shafer <[john.shafer@umatillacounty.net](mailto:john.shafer@umatillacounty.net)>; [ryann@portofmorrow.com](mailto:ryann@portofmorrow.com); PUZEY Kim <[Kim.Puzey@contacts.entss.or.gov](mailto:Kim.Puzey@contacts.entss.or.gov)>; Aaron Palmquist <[aaron.palmquist@ci.irrigon.or.us](mailto:aaron.palmquist@ci.irrigon.or.us)>; Byron Smith <[bsmith@hermiston.or.us](mailto:bsmith@hermiston.or.us)>; Karen Pettigrew <[PettigrewK@cityofboardman.com](mailto:PettigrewK@cityofboardman.com)>; Bill Hansell <[sen.billhansell@state.or.us](mailto:sen.billhansell@state.or.us)>; BOBBY LEVY <[bobby@bobbylevyfororegon.com](mailto:bobby@bobbylevyfororegon.com)>; REP Smith G <[Rep.GregSmith@oregonlegislature.gov](mailto:Rep.GregSmith@oregonlegislature.gov)>

**Subject:** Re: [OWRC\_Agenda-Min] PETITION FOR RULE AMENDMENT OR RULEMAKING Public Comments Period Re-Opened

Hi Ms. Dooley-

Thank you for the notice regarding re-opening of public comment.

Our region is confused regarding the justification, purpose and intent of the re-opening or the reasoning behind it. The public notice did not clarify why the WRC or OWRD decided to re-open the public comment period regarding the rule making petition. We ask as the undersigned were dealing with significant resource issues and time constraints to meet the original comment deadline but met the deadline regardless and did so under the belief that the deadline was in fact a deadline. In your initial public notice there was no mention of an opportunity to petition or request that the record be kept open longer than the previous deadline.

While we feel that our comments are valid and objective regarding this petition we are confused and concerned regarding a public notice to re-open a public comment period without any factual basis or legal procedural reference to the purpose, intent and justification behind the re-opening.

Requests:

1) OWRD re-issue the notice clarifying their reasoning for re-opening comment and the legal basis for making this procedural decision and clarifying why the opportunity to keep the record open longer than the original deadline imposed was not included in the original notice that included the November comment deadline.

2) Is OWRD making the comments received prior to the original deadline available for review prior to the new deadline? If so we request that those comments be made available to all individuals who commented without the requirement of a FOIA or other means of securing information. We request that if OWRD is making comments received prior to the original deadline available that OWRD notify all commenters of the ability to access the files no later than Wednesday, November 25.

Thanks in advance for your clarification and consideration.

J.R. Cook  
Mobile: 541.969.8026

On Nov 20, 2020, at 5:19 PM, DOOLEY Deirdre A \* WRD via OWRC\_Agenda-Min <[owrc\\_agenda-min@omls.oregon.gov](mailto:owrc_agenda-min@omls.oregon.gov)> wrote:

## **PETITION FOR RULE AMENDMENT OR RULEMAKING PUBLIC COMMENT PERIOD RE-OPENED**

### **Petition for Rulemaking**

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

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

(3) Groundwater: Appropriation and use of groundwater in the Columbia-Umatilla Plateau subbasin shall comply with the following provisions:

(a) Groundwater resources of the basalt aquifer and shallow gravel aquifer within the Ordinance Critical Groundwater Area are closed to further appropriation by Order of the Director dated April 2, 1976;

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

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

Further details about the request are included below.

### **Invitation to Comment**

The OWRD is re-opening the public comment period on the petition for rule amendment or rulemaking. Written public comments are invited on the petition and the rule as proposed by the Petitioners, including whether options exist for achieving the rule’s substantive goals in a way that reduces the negative economic impact on businesses.

Public comments will be accepted until 5:00 PM on December 1, 2020. The OWRD will consider all comments received by the deadline when preparing a recommendation for the Commission. Written comments can be submitted via mail to:

Breeze Potter, Oregon Water Resources Department  
725 Summer St. NE, Suite A,  
Salem, OR 97301-1271

Or interested persons may submit written comments via email to: [breeze.k.potter@oregon.gov](mailto:breeze.k.potter@oregon.gov).

### **Petition Details**

A copy of the petition and attachments is accessible on OWRD's website.

In brief, the Petitioners request the Commission:

*...amend its 1976 Findings, Conclusions, and Order on the Question of Determination of a Critical Ground Water Area in the Ordinance Area, Morrow and Umatilla Counties, Oregon (Order) to prohibit, as of the date of this Petition, new or expanded use of groundwater in excess of 5,000 gallons per day under the stockwatering exemption in the Ordinance Basalt Critical Groundwater Area (Basalt CGWA) and the Ordinance Gravel Critical Groundwater Area (Gravel CGWA) (collectively, Ordinance CGWAs)...*

*Petitioners request that the Commission amend the Order by rule to limit further development of groundwater in the Ordinance CGWAs under the stockwatering exemption...*

*Petitioners...propose[s] to add the following, by rule, as additional language at the end of the Order:*

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

## **Next Steps**

The Commission is required by law to make a decision on the petition within 90 days. It is anticipated the Commission will take action on the petition at a special meeting on December 15, 2020 from 8:30 AM to 10:30 AM. At that time, the Commission will vote to either deny the petition in writing or initiate rulemaking proceedings.

Deirdre A. Dooley

Executive Support Specialist, Director's Office

725 Summer Street NE, Suite A Salem, OR 97301 | Office: 503-986-0875

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<Petition for rule amendment or rulemaking Public Comments Period Re-Opened.pdf>