

**MORROW COUNTY BOARD OF COMMISSIONERS**  
**WORK SESSION AGENDA**  
**Wednesday, April 12, 2023 at 9:00 a.m.**  
**Bartholomew Building Upper Conference Room**  
**110 N. Court St., Heppner, Oregon**  
*See Zoom Meeting Info Below*

- 1. Call to Order:** 9:00 a.m.
- 2. Discuss Broadband Intergovernmental Agreement for Creation of the Morrow County Broadband Action Team Public Improvement Consortium** (Aaron Moss, Morrow County Broadband Action Team)
- 3. Adjourn**

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, 541-676-5613.

Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the meeting; however, the Board may consider additional subjects as well. This meeting is open to the public and interested citizens are invited to attend. If you have any questions about items listed on the agenda, please contact Interim Administrator, Roberta Vanderwall, 541-676-2529.

**Zoom Meeting Information**

<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

**Zoom Specific Notes:**

- If joining by a browser, use the raise hand icon to indicate you would like to provide public comment, if and when allowed. If using a phone, press \*9 to indicate you would like to speak and \*6 to unmute when you are called on.
- Morrow County provides the option for Zoom Translated Captions.
  - Instructions: <https://support.zoom.us/hc/en-us/articles/6643133682957-Enabling-and-configuring-translated-captions>
  - If you need further assistance, please contact Justin Nelson at [jnelson@co.morrow.or.us](mailto:jnelson@co.morrow.or.us)

## First 30 Days

June 1 –30

- Adopt local agency public contracting rules
- Approve and publish solicitation for qualified professional services firms (RFQ-2023-01)
- Discuss program rules for administration of BTAP funds
- Discuss broadband grants and funding requests
- Review bylaws
- Authorization for checking / business accounts, etc. and Employee ID Number (Federal)
- Public records request, records custodian, and public meeting policies and procedures per ORS 192 (applies to all public bodies)
- Agency website

## First 60 Days

July 1–31

- Review and approve personal services agreements (i.e., accountants, grant administrators, program administrators, etc.) (RFQ-2023-02)
- Review FY24 budget (Year One)
- Review process and procedures for joint operating agreements with ISPs
- Review and adopt bylaws

## First 90 Days

August 1–31

- Review and approve professional services agreements
- Adopt FY24 budget (Year One)
- Develop timeline and methodology for broadband funding
- Review plan for coordination with ISPs for funding applications

# Policy Option Packages

- 1) Public meetings and public records management
- 2) Order of Business
- 3) Procurement procedures
- 4) Business accounts for internal operations
- 5) Investment decision making and P3 rules of engagement

# Four basic requirements for conducting a public meeting

- Advance notice must be provided to interested parties of meetings, location, and the main subjects.
- Meetings must be open to public attendance, unless it's an executive session.
- Meeting must be recorded or written minutes made.
- Votes must be cast publicly and recorded.

# Requirements for minutes or recordings

- Members who are present
- All motions, proposals, resolutions, orders, ordinances, and measures proposed, and their nature.
- Results of all votes cast and vote of each member by name
- Matters of all discussions
- References to all documents discussed
- For emergency meetings, a description of the emergency justifying the meeting
- Minutes or recordings must be available to the public within a reasonable time

# Order of Business

- Call to order; roll call.
- Approval of meeting minutes
- Reports
- Special committee reports
- Unfinished business
  - 1) Any matter pending when the previous meeting adjourned;
  - 2) Any matters on the previous meeting's agenda not reached; or
  - 3) Matters that were postponed to the present meeting.
- New business
- Closing the meeting

# Procurement Authority

- Dollar thresholds for agency heads and designated procurement officers
- Written document must be on file before purchasing goods or services with taxpayer money
- ORS 279A, B and C
- OAR Chapter 125 and 137
- Accounting manual

# Procurement process

1. Intergovernmental Agency or Interagency Agreements
2. Surplus property
3. Qualified Rehabilitation Facilities (QRFs)
4. Oregon Correction Enterprises (OCE)
5. Statewide price agreements
6. Open Market



# Five typical contract types

- Trade services contracts
- Good contracts
- Personal services contracts
- Public improvement contracts
- Information Technology contracts

# Board member stipends

- Compensation for time served
- Travel and per diem expenditures

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE RATIFYING THE CREATION OF A BROADBAND PUBLIC IMPROVEMENT CONSORTIUM KNOWN AS THE MORROW COUNTY BROADBAND ACTION TEAM IN ACCORDANCE WITH ORS 190.085.**

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform; and

WHEREAS, under ORS 190.085, each party to an intergovernmental agreement creating an intergovernmental entity must enact an ordinance ratifying creation of the intergovernmental entity prior to the effective date of the intergovernmental agreement; and

WHEREAS, the [City Council] or [Port] or [County] of \_\_\_\_\_ (the ["council"] or ["port"] or ["county"]) desires to declare its intent to create an intergovernmental entity by intergovernmental agreement and ratify the creation of such intergovernmental entity.

NOW, THEREFORE, the \_\_\_\_\_ ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Short Title. This Ordinance No. \_\_\_\_\_ may be referred to as the "Morrow County Broadband Action Team Consortium Ratifying Ordinance" and will be cited and referred to herein as this "Ordinance."
3. Definitions. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

"Agreement" means the intergovernmental agreement entered into between the parties establishing the Consortium (and the terms and conditions under which the Consortium will operate) substantially in the form attached hereto as Exhibit A.

"Board" means Consortium's board of directors.

"Consortium" means the broadband public improvement consortium known as the Morrow County Broadband Action Team.

"Services" has the meaning assigned to such term in the Agreement.

"Law(s)" mean all federal, state, and local laws, statutes, ordinances, and/or regulations directly or indirectly affecting Agency and/or this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

"Managing Director" has the meaning assigned to such term in the Agreement.

“Party(ies)” means, individually and collectively, \_\_\_\_\_, an Oregon \_\_\_\_\_, and the \_\_\_\_\_, and Oregon \_\_\_\_\_.

“Project(s)” has the meaning assigned to such term in the Agreement.

4. Intent; Effective Date. The council port county hereby declares its intent to create the intergovernmental entity to be known as the Morrow County Broadband Action Team (Morrow County BAT) by intergovernmental agreement. The effective date of the Agreement is \_\_\_\_\_, 2023. City County Port approves the Agreement substantially in the form attached hereto as Exhibit A.

5. Public Purposes. Consortium’s purposes include, without limitation, the following: (a) stimulating economic recovery and revitalization for each Party by pooling resources and enabling increased efficiency for each Party to complete the broadband public improvement Projects; (b) plan for the most effective and efficient use of combined resources to complete the Projects; (c) recruit, select, and employ the Managing Director; (d) provide a forum for communication and consultation among the Parties and provide an opportunity for a cooperative and equitable sharing of expenses, resources, data, expertise, and experience of each unit of local government; and (e) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.

6. Consortium Powers; Duties; Functions. Consortium will have the authority to act in the interest of the Parties concerning the Projects (including functions related thereto) that are submitted to the Consortium and such other responsibilities assigned by the Parties from time to time. Without otherwise limiting the generality of the foregoing, Consortium will have the following general powers: (a) adopt, through action of the Board, such bylaws, rules, regulations, and policies necessary to carry out the purposes and duties under the Agreement; (b) evaluate and approve the Projects, (c) coordinate logistics for approved Projects, (d) subject to the terms of the Agreement and/or ORS chapter 190, perform such other responsibilities as may be assigned by the Parties from time to time, and (e) enter into agreements with other public and/or private entities for the purpose of executing Projects. Notwithstanding anything contained in this Agreement to the contrary, Agency will not have the authority to bind and/or encumber the participating governmental units in any manner except as the Parties agree through both the policy and administrative authority granted to their appointed member of the Board.

7. Severability; Corrections. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by the council to cure editorial and/or clerical errors. This Ordinance will become effective thirty (30) days after adoption by the Council.

This Ordinance was PASSED and ADOPTED by the \_\_\_\_\_ City Council Port County by a vote of \_\_\_\_ for and \_\_\_\_ against and APPROVED by the mayor on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
\_\_\_\_\_, [Title]

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_

DRAFT

Exhibit A  
Agreement

[attached]

DRAFT

**INTERGOVERNMENTAL AGREEMENT TO  
ESTABLISH MORROW COUNTY BROADBAND NETWORK CONSORTIUM**

This Intergovernmental Agreement to Establish Morrow County Broadband Network Consortium (this “Agreement”) is dated April \_\_, 2023, but made effective for all practical purposes as of \_\_\_\_\_, 2023 (the “Effective Date”), and is entered into between Port of Morrow (“Port”), an Oregon port district organized under ORS chapter 777 or 778, and Morrow County (“County”), a political subdivision of the State of Oregon.

RECITALS:

A. Parties desire to promote economic development within Morrow County, surrounding communities, and within their respective jurisdictions by developing a digital broadband network comprising a combination of publicly-owned, privately-owned, and/or leased assets. Parties desire that the digital broadband network to be reliable and provide affordable broadband services throughout Morrow County.

B. Parties find that the development of a reliable and affordable broadband network necessitates the establishment of an intergovernmental entity organized under ORS chapter 190, which intergovernmental entity will provide centralized ownership, management, and control of the broadband network and associated property, plant, and equipment. The intergovernmental entity will be a legal entity separate and distinct from the Parties. The intergovernmental entity will be responsible for evaluating, approving, and providing logistical assistance in the execution of broadband projects, including, without limitation, determining the feasibility and requirements of proposed projects, sources of funding for the projects, and assisting and managing completion of the projects.

C. This Agreement is made by the Parties pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

NOW, THEREFORE, in consideration of the Parties’ covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.
2. Morrow County Broadband Network Consortium.

2.1 Formation; Responsibility. The Parties hereby create the Morrow County Broadband Network Consortium (“Consortium”), an intergovernmental entity created pursuant to ORS chapter 190. Consortium’s initial members are the Parties. Consortium will have responsibility and authority to (a) plan for and study the best method(s) to design, construct, own, operate, and/or maintain the Network and future telecommunications infrastructure for the benefit of the Parties and their respective residents, other governmental entities, and public and private health and safety organizations, (b) own, manage, control, and operate the Network (and any digital systems obtained by Consortium) and all associated Network traffic, software management, maintenance costs, and connections to public buildings, (c) provide a forum for communication and consultation among the Parties, (d) provide an opportunity for a cooperative and equitable sharing of expenses, data, expertise, experience, and plans between the Parties, (e) modernize telecommunications infrastructure within the jurisdictions of each Party to ensure sufficient and efficient capacity, speed, resilience, scalability, and access to Consortium’s residents, (f) receive funds necessary to manage and operate the Network and Consortium, (g) acquire such additional tangible and intangible assets deemed necessary or appropriate for Consortium purposes, (h) approve and evaluate proposed Projects, (i) assist and coordinate necessary logistics to execute approved Projects (including functions related thereto), and (j) subject to the terms and conditions of this Agreement and/or ORS chapter 190, perform such other duties and responsibilities assigned by the Parties from time to time. Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (y) adopt, through action of the Board, such bylaws, rules, regulations, standards, and/or policies necessary to carry out Consortium purposes and/or this Agreement; and (z) perform and exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190.

2.2 Purpose. Consortium’s purposes include, without limitation, the following: (a) stimulating economic recovery and revitalization for each Party by pooling resources and enabling increased efficiency for each Party to complete the Projects; (b) plan for the most effective and efficient use of combined resources to complete the Projects; (c) recruit, select, and employ the Managing Director; (d) provide a forum for communication and consultation among the Parties and provide an opportunity for a cooperative and equitable sharing of expenses, resources, data, expertise, and experience of each unit of local government; and (e) carry out such other necessary and/or appropriate responsibilities and functions identified by the Parties from time to time.

2.3 General Authority. Except as otherwise provided in this Agreement and/or ORS chapter 190, Consortium will have the authority to act in the interests of the Parties to oversee and direct operation of the Network (and such other duties and responsibilities assigned by the Parties from time to time). Without otherwise limiting the generality of the immediately preceding sentence, and subject to the Laws, Consortium will have the following general powers: (a) purchase, own, hold, appropriate, and/or condemn land, property, facilities, and/or right-of-way either in Consortium’s name or in the name of individual Parties in furtherance of the construction, ownership, operation, and/or maintenance of the Network; (b) enter into agreements with other public and/or private entities for the purpose of design,



construction, ownership, operation, and/or maintenance of the Network; (c) issue, sell, and/or otherwise dispose of bonds, securities, and/or other forms of indebtedness, including, without limitation, the power to raise revenue bonds under ORS chapter 287A; and (d) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to carry out the purposes of Consortium and/or this Agreement.

2.4 Party Responsibilities. In addition to all other Party responsibilities contained in this Agreement, including, without limitation, the cost-sharing obligations described in Section 5, each Party will (a) require that the Party's Board member provide the Party's respective governing body with regular updates concerning Consortium activities and the Services, and (b) host any required Board and/or community meetings from time to time.

2.5 Office; Equipment. Consortium's initial office space(s), equipment, and furnishings are located at \_\_\_\_\_) and generally consist of office equipment and furniture. [*Will the consortium be leasing office space from a party?*]

### 3. Board of Directors.

3.1 Membership. Consortium will be governed by a board of directors consisting of five members (the "Board"), consisting of four standing Board positions (the "Standing Member(s)") and one at-large position (the "At-Large Member"). The governing body of each Party will appoint two of its elected officials to serve as Standing Members. Each Standing Member will represent his or her appointing Party and may be removed and replaced by the appointing Party. If a Standing Member vacates his or her position, the governing body of the Party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by the unanimous vote of the Standing Members. If an At-Large Member vacates his or her position, the Standing Members will fill the vacancy. Each fiscal year the Board will elect a chairperson and vice-chairperson from its membership, each of whom will serve a one-year term; provided, however, no Board member will serve more than one year as chairperson in any four-year period. The chairperson will preside at all meetings of the Board and perform such other duties prescribed by the Board from time to time.

3.2 Meetings. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting its business, exercising its powers, and for all other purposes. Except as this Agreement and/or applicable Law requires otherwise, the express concurrence (approval) of a quorum of the Board is necessary to decide any question before the Board. Each Board member will be entitled to vote on all Board decisions, subject to applicable Laws. Regular meetings of the Board will be held no less than twice per fiscal year on such day(s), time(s), and place(s) determined by the Board. Subject to applicable Law, special meetings (with at least five days' prior written notice) and emergency meetings may be called by the chairperson or two or more Board members. All Board meetings are subject to

Oregon's Public Meetings Law, ORS 192.610 – ORS 192.690, as amended. Unless otherwise provided, Robert's Revised Rules of Order will govern all procedural matters.

3.3 Authority. Subject to any limitations set forth in this Agreement and/or ORS chapter 190, the Board will have the authority and responsibilities set forth in this Agreement, including, without limitation, the following:

3.3.1 The Board will have the authority to perform the following: (a) oversee and have full responsibility for all matters pertaining to Consortium's operations; (b) review and approve Consortium's budget pursuant to applicable Law, including, without limitation, ORS 294.900 – ORS 294.930 (to the extent applicable); (c) approve capital purchase requests if not previously approved in the Budget; (d) review performance concerning the implementation of Consortium's policies and the Budget; and/or (e) carry out such other activities as are necessary, required, and/or implied to accomplish Consortium's purposes, this Agreement, and/or as provided under ORS chapter 190.

3.3.2 Without otherwise limiting the generality of Section 3.3.1, the Board has the authority to perform the following: (a) recruit and select the Managing Director; (b) establish a job description, salary, and budget for the Managing Director; (c) receive and review reports from the Managing Director concerning Consortium's Projects and ancillary operations and duties; (d) approve expenditures for Consortium assets for the benefit of all Parties; and (e) prepare and provide each Party with a monthly financial report consisting of an accounting of Consortium funds. Notwithstanding anything contained in this Agreement to the contrary, the Board will not have the authority to perform the following: (x) commit the taxing authority or general funds of any Party's governing body; (y) impose ad valorem property taxes; and/or (z) expend (or cause the expenditure of) funds in excess of (or inconsistent with) the Budget.

3.3.3 Within ninety (90) days after the Effective Date, the Parties will adopt certain Bylaws of Morrow County Broadband Network Consortium substantially in the form attached hereto as Exhibit A (the "Bylaws").

#### 4. Consortium; Managing Director.

4.1 Responsibilities; Costs. Subject to the terms and conditions contained in this Agreement, Consortium will be responsible for, and is hereby empowered to take, all actions necessary and/or appropriate to support Consortium's operations and its affairs in accordance with this Agreement and all Board policies. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will provide and/or perform the following: (a) employ and terminate the Managing Director subject to and in accordance with Consortium's policies and procedures; (b) enter into contracts subject to and in accordance with this Agreement, the Laws, and all Board policies (including, without limitation, all applicable public contracting rules and procedures); and (c) carry out such other necessary and/or appropriate responsibilities and functions that the Board may impose from time to time.

## 4.2 Managing Director.

4.2.1 Consortium will employ (or contract with) a person to serve as the Managing Director. Consortium will pay all compensation, benefits, taxes, costs, and expenses arising out of or resulting from Consortium's employment of the Managing Director, including, without limitation, vacation, sick leave, holidays, social security, unemployment benefits, contributions to any applicable employee retirement programs, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance (all to the extent applicable).

4.2.2 The Managing Director will report to the Board and be subject to the general direction and control of the Board. Subject to the terms and conditions contained in this Agreement, the Managing Director will perform those Managing Director services identified in the attached Schedule 4.2.2 (the "Services"). The Managing Director will (a) consult with and advise the Board on all matters concerning the Services reasonably requested by the Board, (b) communicate all matters and information concerning the Services to the Board and perform the Services under the general direction of the Board, (c) devote such time and attention to performance of the Services as is necessary or appropriate, and (d) perform the Services to the best of the Managing Director's ability in accordance with this Agreement and the Managing Director's letter of employment with Consortium.

4.2.3 Subject to the terms and conditions contained in this Agreement, Consortium is responsible for all personnel matters concerning the Managing Director, including, without limitation, compensation, benefits, standards of service, discipline, performance of duties, working hours, termination, and employment. The Managing Director will not be entitled to any wages and/or benefits which accrue to employees of the Parties, including, without limitation, unemployment benefits, contributions to the Public Employees Retirement System, workers' compensation insurance, medical insurance, dental insurance, and life and disability insurance. Consortium employees (including, without limitation, the Managing Director) are not employees of the Parties.

## 5. Budget; Contributions; Ownership; Accounting.

5.1 Operating Budget. In accordance with and subject to the Laws, including, without limitation, Oregon Local Budget Law provisions, Consortium may make expenditures for the acquisition, purchase, and/or lease of materials, services, supplies, facilities, personnel, real and/or personal property, and/or equipment as necessary or appropriate to carry out Consortium's purposes and/or this Agreement. Expenditures will not exceed funds appropriated for the specific purposes and will be made in accordance with applicable Law. The Managing Director will prepare, develop, and recommend Consortium's annual operating budget (the "Budget") for the Board's review and approval. Consortium will adhere to the fiscal year budget preparation cycle and will endeavor to adopt its annual budget in May or June each

year. The budget period will be on a fiscal year basis beginning on July 1 each year and ending on the immediately following June 30.

5.2 Contributions. Subject to the terms and conditions contained in this Agreement, Consortium's activities, including, without limitation, employment of the Managing Director, will be funded in equal parts through the cost-sharing formula/Parties' annual contributions (each a "Contribution") identified in the Contribution Schedule attached hereto as Schedule 5.2 (the "Contribution Schedule"). The Contribution Schedule will be reviewed by the Board no less than annually and will be based on the then-applicable Budget. The Parties may increase or decrease the total Contribution amount from time to time if and when the Board determines necessary or appropriate. Any increase in the total Contribution amount will be proportionally borne by all Parties consistent with the Contribution percentages identified in the Contribution Schedule. If and after obtaining the Board's prior approval, a Party may contribute its Contribution through one or more in-kind contribution(s) of assets and/or services to Consortium. The relative value (cash value) of each in-kind contribution must be agreed upon by the Board and contributing Party.

5.3 Payment; Consortium Funds. Each Party will timely pay its Contribution amount and its share of the Operating Expenses based on the then-applicable Contribution Schedule. In September each year, Consortium will invoice each Party for the Party's Contribution amount. Each Party will pay the amount due under each invoice within thirty (30) days after the Party's receipt of the invoice. Consortium will maintain one or more bank accounts dedicated to the purpose of recording financial transactions specific to Consortium's activities. Funds contributed in accordance with Section 5.2 will be maintained in Consortium accounts. Consortium funds will not be commingled with any Party funds (and will be maintained in accounts separate from any Party accounts).

5.4 Party Employees; Consultants. The time of a Borrowed Employee will be expensed to the Project Sponsor at the Borrowed Employee fully-burdened charge out rate based on a pre-approved Task Order. Consortium will bill the Project Sponsor monthly for the Borrowed Employee's time and reimburse the Party employing the Borrowed Employee. The expense for time and materials of any consultant under contract with the Consortium who performs work for a Project Sponsor will be expensed and billed monthly to the Project Sponsor. *[As we discussed, this section is vague, ambiguous, and needs to be expanded/clarified as to intent and purpose.]*

5.5 Project Ownership. Any tangible asset created through a Community Development Project will be owned and operated by the Project Sponsor. *[This section is vague, ambiguous, and needs to be expanded/clarified as to intent and purpose.]*

5.6 Accounting. In September each year, Consortium will complete an accounting of Consortium expenditures during the immediately preceding fiscal year. If Consortium's accounting determines that the Contributions identified in Contribution Schedule were insufficient to cover Consortium's expenditures during the immediately preceding fiscal

year, each Party will pay the unpaid balance (on a proportionate basis consistent with the Party's percentage identified in the Contribution Schedule) within thirty (30) days after the Party's receipt of notice from Consortium. Subject to the Laws and this Agreement, contributions received in excess of the budgeted operational costs may be (a) returned to the Parties when such action is made part of Consortium's adopted budget, (b) expended for other Consortium activities, and/or (c) held in a reserve account for Consortium's future needs.

6. Insurance; Indemnification; Relationship.

6.1 Consortium Insurance. Consortium will obtain and maintain adequate insurance to cover Consortium's operations. Without otherwise limiting the generality of the immediately preceding sentence, Consortium will obtain and maintain, in addition to all other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Consortium's operations (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) if applicable, employer liability insurance with limits of no less than \$500,000.00 per occurrence and in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law (the workers' compensation insurance policy will contain a waiver of subrogation in favor of each Party). Each liability insurance policy required under this Agreement will be in form and content satisfactory to the Board, will list each Party (and each Party's Representatives) as additional insured(s), and will contain a severability of interest clause. Notwithstanding anything in this Agreement to the contrary, the Board may increase the minimum levels of insurance Consortium is required to carry under this Agreement so that Consortium's insurance at least equals the applicable limits of liability identified under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300).

6.2 Consortium Indemnification. To the fullest extent permitted under applicable law, Consortium will defend, indemnify, and hold the Parties and their respective Representatives harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of Consortium's operations.

6.3 Party Indemnification. To the fullest extent permitted under applicable law, each Party will defend, indemnify, and hold Consortium and the other Parties (and their respective Representatives) harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the Party's breach and/or failure to perform the Party's obligations contained in this Agreement. Each Party will retain all immunities and privileges granted under the Oregon Tort Claims Act (ORS 30.260 – ORS 30.300) and all other statutory rights granted due to the Party's status as a public body or agency.

6.4 Relationship. Each Party is an independent contractor of the other Parties. This Agreement does not create a joint venture and/or agency relationship between the Parties. No Party has the authority to bind the other Parties and/or represent to any person that a Party is an agent of the other Parties. No Party will provide any benefits to any other Party; each Party will be solely responsible for obtaining the Party's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Notwithstanding anything contained in this Agreement to the contrary, Consortium (or the Board) will not have the authority to bind and/or encumber a Party in any manner except as the Party agrees through both the policy and administrative authority granted to the Party's then-appointed Standing Members.

7. Term; Termination.

7.1 Term. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2028 (the "Initial Term"), unless sooner terminated as provided in this Agreement. Upon expiration of the Initial Term, this Agreement will automatically renew for one or more term(s) of one year each, unless sooner terminated in accordance with this Agreement. Commencing on or about July 1, 2024, and continuing on or about the same day each year thereafter during the term of this Agreement, the Parties will review this Agreement to determine whether any changes and/or modifications to this Agreement are necessary or appropriate. Any changes and/or modifications to this Agreement require the Parties' written agreement. Notwithstanding anything contained in this Agreement to the contrary, the Parties may terminate this Agreement by the Parties' written agreement.

7.2 Limited Voluntary Withdrawal. Any Party may terminate its participation in the Consortium (and this Agreement) by providing no less than six months' prior written notice to the chairperson and the governing body of the other Party; provided, however, neither Party may terminate (unilaterally) the Party's participation in the Consortium (and this Agreement) during the Initial Term unless such termination is "for cause" under Section 7.3. Withdrawal (and termination of this Agreement) will be effective at 11:59 PM of the June 30 that is no less than six months after the date the withdrawal notice is transmitted. The withdrawing Party will continue to pay its share of, and/or be responsible for, its Contribution amounts and will defend, indemnify, and hold Consortium and the remaining Party harmless for, from, and against those financial responsibilities and obligations attributable to the withdrawing Party and/or accruing prior to the effective date of the withdrawing Party's withdrawal. Termination of this Agreement does not relieve any Party from its obligations incurred prior to the effective date of termination.

7.3 For Cause Termination.

7.3.1 Either Party may terminate the Party's participation in the Consortium (and this Agreement) immediately upon notice to the other Party upon the

occurrence of any of the following “for cause” events: (a) continuous and repeated problems occur in connection with Consortium’s and/or the other Party’s performance of its obligations under this Agreement; and/or (b) Consortium and/or the other Party breaches and/or otherwise fails to perform any of Consortium’s and/or the other Party’s representations, warranties, covenants, and/or obligations contained in this Agreement.

7.3.2 Prior to any Party’s termination of this Agreement for cause under Section 7.3.1, the non-defaulting Party will provide the alleged defaulting Party prior written notice of the alleged default (the “Default Notice”), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting Party’s receipt of the Default Notice, the alleged defaulting Party will have ten (10) days within which to cure or remedy the alleged default(s) (the “Cure Period”); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting Party under this Agreement if the alleged defaulting Party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting Party is not required to provide, and the alleged defaulting Party is not entitled to receive, a Default Notice upon the alleged defaulting Party’s commitment of a default under this Agreement for which the alleged defaulting Party has previously received a Default Notice within the immediately preceding twelve (12) months (commencing from the date of the previous default).

#### 7.4 Dissolution.

7.4.1 The Parties may terminate this Agreement and dissolve Consortium at any time by the Parties’ unanimous written consent. If all the then-Parties to this Agreement agree to terminate this Agreement and dissolve Consortium, the dissolution motion will provide an estimated timeline for the dissolution and will name three Board members (the “Dissolution Manager(s)”) responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and will take immediate steps to permanently terminate and dissolve Consortium. These dissolution steps may include, without limitation, the following:

7.4.1.1 Providing written notice of Consortium’s dissolution to the elected officials of each Party. This notice will include the proposed timeline for the dissolution and such other information the Dissolution Managers determined necessary or appropriate.

7.4.1.2 Notification of Consortium’s dissolution to all neighboring agencies, all necessary state and federal agencies, and all partners.

7.4.1.3 Preparation of a budget document accounting for all Consortium funds, revenues, assets, and liabilities.

7.4.1.4 Payment of all Consortium debts and other financial responsibilities, including a final accounting of all debts and resources.

7.4.1.5 Payment and/or performance of those dissolution related tasks or responsibilities identified under Section 7.5.

7.4 Liquidation. Upon Consortium's dissolution, each Party on the date of dissolution will be responsible for its Contribution amount through the date of dissolution. Upon dissolution and subject to applicable law, (a) Consortium's cash, if any, will be distributed to each Party in proportion to each Party's Contribution percentage, (b) all remaining Consortium assets will be distributed in the manner agreed upon by the Parties, which may include, without limitation, the sale or transfer of Consortium's facilities and equipment, and (c) Consortium personnel and employees will be transferred or terminated subject to and in accordance with applicable Oregon law.

## 8. Miscellaneous.

8.1 Coordination; Assignment; Binding Effect. The Parties will maintain adequate levels of communication to ensure maximum cooperation and coordination between the Parties. No Party may assign any of the Party's rights and/or obligations under this Agreement to any person without the prior written consent of all other Parties. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective administrators, successors, and permitted assigns and will inure to their benefit. The Parties will execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. Subject to the Laws, including, without limitation, ORS chapter 190, the Board may authorize a new party to join Consortium only if approved by the unanimous vote of the Board. The addition of an additional party may be accomplished by the new party taking the actions necessary under ORS chapter 190 and signing a copy of this Agreement, as amended, after approval of the additional member by the Board.

8.2 Notices; Severability; Remedies. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, by the applicable Party to the address shown in Appendix A (or any other address that a Party may designate by notice to the other Parties), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to the terms and conditions contained in this Agreement, each Party will pay all wages and benefits



due the Party's personnel, including, without limitation, overtime, workers' compensation, and death benefits. If a Party breaches and/or otherwise fails to perform any of the Party's representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting Parties may, in addition to any other remedy provided to the non-defaulting Parties under this Agreement, pursue all remedies available to the non-defaulting Parties at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

8.3 Waiver; Entire Agreement; Amendment; Counterparts. Notwithstanding anything contained in this Agreement to the contrary, no provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, and/or discharge is agreed to in writing by the Parties. No waiver by a Party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between Parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the Parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements, including, without limitation, the Original Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the Parties unless specifically agreed upon in writing and signed by the Parties. This Agreement may be signed in one or more counterparts.

8.4 Applicable Law; Venue; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Morrow County, Oregon. Each Party consents and submits to the jurisdiction of any local, state, or federal court located in Morrow County, Oregon. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing Party will be entitled to recover from the losing Party(ies) its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

8.5 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. ("Law Firm") has been employed by Columbia Bain Electric Cooperative, Inc. ("Cooperative"), an Oregon cooperative, to prepare this Agreement. Law Firm represents only Cooperative in the negotiation and preparation of this Agreement. The Parties have thoroughly reviewed this Agreement with their own legal counsel or have knowingly waived their right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement.

8.6 Person; Interpretation; Signatures. For purposes of this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, and/or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the Parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

Port:  
Port of Morrow,  
an Oregon port district organized under  
Oregon  
ORS chapter 777 or 778

County:  
Morrow County,  
a political subdivision of the State of

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Appendix A  
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“At-Large Member” has the meaning assigned to such term in Section 3.1.

“Consortium” has the meaning assigned to such term in Section 2.1.

“County” means Morrow County, a political subdivision of the State of Oregon, whose address is 100 S. Court Street, Heppner, Oregon 97836.

“Board” has the meaning assigned to such term in Section 3.1.

“Borrowed Employee” means an employee of a Party who works on a Project for and within the incorporated limits of another Party. [to discuss]

“Budget” has the meaning assigned to such term in Section 5.1.

“Bylaws” have the meaning assigned to such term under Section 3.3.3.

“Community Development Project(s)” means an undertaking or activity of a Party to improve social, economic, physical, and environment well-being within that Party’s incorporated limits, but does not include a Housing Development Project. [to discuss]

“Contribution” has the meaning assigned to such term in Section 5.2.

“Contribution Schedule” has the meaning assigned to such term in Section 5.2.

“Cure Period” has the meaning assigned to such term in Section 7.3.2.

“Default Notice” has the meaning assigned to such term in Section 7.3.2.

“Dissolution Manager(s)” has the meaning assigned to such term in Section 7.4.1.

“Effective Date” has the meaning assigned to such term in the preamble.

“Housing Development Project(s)” means an undertaking or activity that is primarily concerned with the construction of new housing or the rehabilitation of existing housing within a Party’s incorporated limits. [to discuss]

“Initial Term” has the meaning assigned to such term in Section 7.1.

“Law(s)” mean all federal, state, and/or local laws, statutes, ordinances, and/or regulations directly or indirectly affecting this Agreement, Consortium, and/or Consortium’s services and/or activities, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Law Firm” has the meaning assigned to such term in Section 8.5.

“Managing Director” means Consortium’s then-employed or contracted Managing Director.

“Network” means the broadband infrastructure necessary to establish and operate a digital network inside and through Morrow County, Oregon, including, without limitation, extending fiber optic lines along public rights of way, utility corridors, wireless infrastructure, fiber optic infrastructure, and all fiber connections to the premises constructed, operated by, and/or controlled by Consortium.

“Operating Expense(s)” means, subject to Section 5.3, all costs and expenses necessary or appropriate for Consortium’s operations and/or the Network, including, without limitation, the following: (a) costs and expenses concerning the construction, installation, repair, maintenance, operation, improvement, and expansion of the Network, which costs and expenses may include, without limitation, costs and expenses attributable to right-of-way, hub locations, permitting, pole attachments, purchase and installation of poles, wires, optical fiber cable, conduits, apparatus, anchors, vaults, fixtures, equipment, and other appliances and conductors; (b) costs and expenses necessary or appropriate to construct, purchase, develop, install, repair, and maintain facilities related to or concerning the Network; (c) costs and expenses incurred for necessary or appropriate professional services, including, without limitation, surveying, accounting, audits, legal, planning, design, construction, operations, maintenance, certification, testing, and otherwise; (d) costs and expenses for comprehensive liability, casualty, and other necessary or appropriate insurance policies; (e) costs and expenses related to physical and/or environmental requirements (e.g., cable routes, hardware locations, optoelectronics locations, outdoor plant, inside plant, and shared equipment locations), infrastructure protection (e.g., switching protection, route protection, back-up power options and equipment standby), shared components (e.g., transmitters, receivers, amplifiers, passive optical devices, cable design costs, and shared fiber optic lines); and (f) all other costs and expenses necessary or appropriate for the construction, installation, repair, maintenance, and/or operation of the Network and/or Consortium’s activities.

“Party” or “Parties” means the parties to this Agreement, individually and collectively.

“Port” means Port of Morrow, an Oregon port district organized under ORS chapter 777 or 778, whose address is 2 East Marine Drive, PO Box 200, Boardman, Oregon 97818.

“Project(s)” means Broadband projects and associated public improvements undertaken by Consortium.

“Project Proposal” means a written request containing the specific scope and project background from a party to the Consortium to generate a Statement of Work for a proposed Project. [to discuss]

“Project Sponsor” means a party who submits a Project Proposal and executes a Task Order. [to discuss]

“Representative(s)” mean the officers, employees, volunteers, and authorized representatives of the identified person or Party.

“Services” has the meaning assigned to such term in Section 4.2.2.

“Standing Member(s)” has the meaning assigned to such term in Section 3.1.

“Statement of Work” means a document signed by the Party’s then-appointed manager and the Managing Director, which explains requirements, objectives, desired outcomes, proposed staff mix, and budget estimate for the proposed Project. [to discuss]

“Task Order” means a contract between Consortium and a Project Sponsor that provides the specific Project’s scope, cost, and schedule. [to discuss]

Exhibit A  
Bylaws of Morrow County Broadband Network Consortium

These Bylaws of Morrow County Broadband Network Consortium dated effective June \_\_\_\_, 2023 (these “Bylaws”) are authorized under Section 3.3.4 of the Intergovernmental Agreement for Joint Management of Broadband Network dated effective \_\_\_\_\_, 2023 (the “Agreement”).

1. NAME; FORMATION; PURPOSE; OFFICE

1.1 Name. This organization will be referred to as the Morrow County Broadband Network Consortium (“Consortium”).

1.2 Formation. Consortium is comprised of an association of governmental entities, established by agreement of the participating entities under the authority of the State of Oregon’s Intergovernmental Cooperation Statutes, ORS 190.003 to 190.110, and formalized by the Agreement between Morrow County (“County”) and Port of Morrow (“Port”) (each a “party” and collectively the “parties”).

1.3 Purpose; Authority. Consortium has been established and organized for the purposes set forth in the Agreement. Consortium’s powers and duties will be as provided in the Agreement, ORS Chapter 190, and as authorized by the parties from time to time.

1.4 Office. Consortium’s office will be located at \_\_\_\_\_, or such other location determined by the Board (as defined below).

2. BOARD OF DIRECTORS; OFFICERS; COMMITTEES; ADVISORY BOARD

2.1 General Powers. Consortium’s powers will be exercised by and under the authority of, and the affairs of Consortium managed under the direction of, the Board subject to any limitations set forth in the Agreement, these Bylaws, and/or applicable Oregon law. Without otherwise limiting the immediately preceding sentence, the Board may establish, amend, and modify rules, regulations, requirements, standards, policies, and procedures from time to time concerning Consortium’s operations.

2.2 Membership. Consortium will be governed by a board of directors consisting of five members (the “Board”), consisting of four standing Board positions (the “Standing Member(s)”) and one at-large position (the “At-Large Member”).

2.3 Appointment. The governing body of each party will appoint two of its elected officials to serve as Standing Members. Each Standing Member will represent his or her appointing party and may be removed and replaced by the appointing party. If a Standing Member vacates his or her position, the governing body of the party that appointed the departed Standing Member will fill the vacancy. The At-large Member will be appointed, and may be removed and replaced, by the unanimous vote of the Standing Members. If an At-Large

Member vacates his or her position, the Standing Members will fill the vacancy. The At-Large Member must be a resident of Morrow County, Oregon and will be appointed to represent each of three disciplines: Education; Economic Development, and Utilities.

2.4 Qualifications. The Agreement and/or these Bylaws may prescribe additional qualifications for Board members.

2.5 Terms of Office. Each member will serve a term of two years. Members may be appointed to serve successive terms of two years (or until their successors are duly appointed). Successive terms may be served without restriction. A decrease in the number of members or term of office does not shorten an incumbent member's term. Despite the expiration of a member's term, the member continues to serve until the member's successor is appointed.

2.6 Officers.

2.6.1 The Board may elect a chairperson and such other officers it deems advisable from its membership. The chairperson will preside at all meetings of the Board and perform other duties prescribed by the Board from time to time. The chairperson will have a vote on all questions before the Board. The chairperson may be a co-signer on checks.

2.6.2 The Board may elect a vice-chairperson from its membership who will perform the duties of the chairperson in the absence of the chairperson. Whenever the chairperson is unable to perform the functions of the office, the vice-chairperson will act as chairperson. If both the chairperson and vice-chairperson are absent from an Consortium meeting, the members present will select one member to perform the chairperson's functions at the meeting. The vice-chairperson will have a vote on all questions before the Board.

2.6.3 The Board may elect a secretary from its membership who will keep the official records of Consortium, attest signatures of Consortium, certify copies of Consortium documents, and perform other record-keeping duties prescribed by the Board. The secretary will have a vote on all questions before the Board. The secretary may be a co-signer on checks.

2.6.4 In addition to all other duties or responsibilities assigned to the officers under the Agreement, these Bylaws, and/or membership action, each officer must regularly attend Board meetings and must notify the chair (or vice chair in case of the chair) when he or she is unable to attend an Board meeting. Should an officer's position become vacant, the membership will promptly elect a successor from its members for the unexpired term of such office. The membership may remove an officer at any time with or without cause.

2.7 Resignation. A member may resign at any time by delivering written notice to the Board, the chairperson, vice-chairperson, or secretary. A resignation is effective upon receipt of the written notice unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board.

2.8 Removal. A member may be removed with or without cause, unless the Agreement or these Bylaws provides that members may be removed only for cause, by vote of two-thirds of the members then in office (or such greater number as is set forth in the Agreement or these Bylaws); provided, however, if at the beginning of a member's term on the Board, the Agreement or these Bylaws provide that the member may be removed for reasons set forth in the Agreement or these Bylaws, the Board may remove the member for such reasons.

2.9 Vacancies. Unless the Agreement or these Bylaws provide otherwise, if a vacancy occurs on the Board, whether in the event of death, resignation, removal, or otherwise, the governing body of the party that appointed the departed member will appoint a successor to fill the unexpired term as soon as possible. A vacancy concerning an at-large member position will be filled by the unanimous vote of the party-appointed Board members

2.10 Compensation. Members will not receive any stated salaries or compensation for their services as members but may be reimbursed for reasonable expenses. Nothing herein will be construed to preclude any member from serving Consortium in any other capacity and receiving compensation therefore.

2.11 Committees; Advisory Board. Unless ORS chapter 190 or the Agreement provide otherwise, the Board may (a) create one or more committees of the Board which exercise the authority of the Board, (b) appoint members of the Board to serve on such committees, and (c) designate the method of selecting committee members. Each committee must consist of two or more Board members, who serve at the pleasure of the Board. Board members may also elect to form an Advisory Board made up of five independent members who are external advisors appointed for their knowledge and direct experience in the Consortium's mission. The advisory board members will provide non-binding strategic advice to the Board.

### 3. MEETINGS; ACTION OF THE BOARD

3.1 Regular Meetings. Subject to and in accordance with Oregon Public Meetings Law, the Board will hold a regular meeting at least once quarterly, at such time and at a place which it designates. A regular meeting may be continued, postponed, cancelled, or adjourned to a later date by a majority of Board members present and voting, and notice of such adjourned meeting will be given to all Consortium parties.

3.2 Special Meetings. The chairperson may, when the chairperson deems it expedient, or within seventy-two (72) hours after receiving a request from two or more members of the Board, call a special meeting of the Board to be held at the regular meeting place, unless otherwise specified in the call, for the purpose of transacting any business designated. Notice of the special meeting will be given to all Consortium parties at the time of the call and will be given to the public in accordance with Oregon's Public Meetings Law.



3.3 Open Meetings. All meetings, deliberations, and proceedings of Consortium will be public except as state law allows otherwise.

3.4 Quorum; Voting. A majority of the then-appointed Board members will constitute a quorum for the purpose of conducting Consortium business and exercising its powers and for all other purposes. Except as provided otherwise in the Agreement, these Bylaws, and/or applicable law, the express concurrence of a majority of a quorum is necessary to decide any question before the Board. Each Board member will be entitled to an equal vote in all Board decisions. Subject to applicable law, Board members may attend a regular or special meeting through use of any means of communicating by which all Board members participating may simultaneously hear or read each other's communications during the meeting.

3.5 Manner of Voting. Voting will be by record vote. The ayes and nays will be entered into the minutes of such meeting. Board members present and not voting and Board members absent will be entered into the minutes of such meeting.

3.6 Order of Business. At the regular meetings of the Board, the following will be substantially the order of business: (a) call to order; (b) roll call; (c) consent agenda and approval of minutes of previous meeting; (d) Consortium business; and (e) adjourn.

3.7 Robert's Rules. Unless otherwise provided by applicable law or these Bylaws, all rules of order not herein provided for will be determined in accordance with *Robert's Rules of Order Newly Revised*.

3.8 Minutes; Resolutions. The secretary or the lead entity's designee will keep an accurate record of all Board proceedings, including written minutes or recordings of all meetings in accordance with applicable law. Board minutes are a public record available for public inspection subject to applicable law. All Board resolutions will be in writing.

#### 4. STANDARDS OF CONDUCT

4.1 General Standards. Board members must discharge the member's duties (a) in good faith, (b) with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and (c) in a manner the member reasonably believes to be in the best interests of Consortium. In discharging the duties of a member, a member is entitled to rely on (x) information, opinions, reports, or statements (including financial statements and other financial data) prepared or presented by one or more officers or employees of Consortium (or lead entity) whom the member reasonably believes to be reliable and competent in the matters presented, or (y) legal counsel, public accountants, or other persons as to matters the member reasonably believes are within the person's professional or expert competence. A member is not acting in good faith if the member has knowledge concerning the matter in question that makes reliance otherwise permitted under this Section 4.1 unwarranted. A member is not liable to Consortium for any action taken or not taken as a

member if the member acted in compliance with this Section 4.1. A member will not be deemed a trustee with respect to Consortium or with respect to any property held or administered by Consortium, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

4.2 Member Conflict of Interest. Notwithstanding anything contained in these Bylaws to the contrary, a member will not participate in any Consortium proceeding or action in which the member is presented with an actual conflict of interest as defined under ORS Chapter 244. A transaction in which a member has a conflict of interest may be approved by vote of the Board subject to and in accordance with applicable law, including, without limitation, ORS Chapter 244.

## 5. CONSORTIUM RECORDS; AMENDMENTS

5.1 Consortium Records. Consortium will keep as permanent records minutes of all meetings of the Board subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law. Consortium must maintain appropriate accounting records. Consortium must maintain its records in written form or in another form capable of conversion into written form within a reasonable time. In addition to any other records required to be maintained under applicable law, and subject to and in accordance with applicable law, including, without limitation, Oregon's Public Records Law, Consortium must keep a copy of the following records: (a) the Agreement (and all amendments to it currently in effect); (b) bylaws or restated bylaws (and all amendments to them currently in effect); (c) a list of the names and party representation of current Board members and officers; (d) the last three annual financial statements, if any, which may be consolidated or combined statements of Consortium and one or more of its subsidiaries or affiliates, as appropriate, including a balance sheet and statement of operations, if any, for that year, which must be prepared in accordance with Oregon Local Budget Law; and (e) the last three accountant's reports if annual financial statements are reported upon by a public accountant. Notwithstanding anything contained in these Bylaws to the contrary, budget procedures will follow budget law of the State of Oregon for intergovernmental entities. An annual audit of the fund(s) of Consortium will be performed in accordance with applicable law.

5.2 Bylaw Amendments. The Board may, by resolution of the Board, adopt one or more amendments to these Bylaws by vote of a majority of the entire Board, provided that the proposed amendment(s) has been submitted in writing to all parties at least five days prior to the meeting where the amendment is to be considered and that Board members have been notified of the meeting and its purpose at least ten (10) days prior to the meeting. Consortium must provide notice of any meeting of the Board at which an amendment is to be approved in accordance with Oregon's Public Meetings Law. The notice must also state that the purpose or one of the purposes of the meeting is to consider a proposed amendment to these Bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment.

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Schedule 4.2.2  
Managing Director Services

Subject to the terms and conditions contained in this Agreement, in addition to all other duties and responsibilities identified in the Agreement, the Managing Director will provide the following project services:

- I. General. [to discuss]
  1. Annual Budget. Prepare and present Consortium's annual budget to the Board.
  2. Personnel. If additional Consortium employees are approved by the Board, recruitment, hire, and manage the additional employees.
- II. Project and Network Development.
  1. Concept Development. Assist private companies and the Parties with broadband concepts for proposed Projects.
  2. Pre-development Coordination. Facilitate initial planning/scoping meetings by pre-screening Projects to determine the types of permits, financing, and other necessary resources.
  3. Land Use and Development Planning. Assist private developers, providers, and individual stakeholders through the development process.
  4. Development Oversight and Risk Mitigation. Assist Parties with independent verification and validation that Projects meet the terms of their agreements to ensure Projects are implemented effectively and in compliance with approved plans.
  5. Capital Improvement Project Assistance. Assemble capital improvement projects groups by identifying the appropriate mix of public staff and professional consultants to assist each Party with strategic planning, capital improvement project management, capital finance, auditing, and regulatory compliance.
  6. Community Engagement. Execute Project strategic messaging and public information through project websites, social media, public meetings/stakeholder engagement, written materials, and radio broadcasts.
  7. Staff Assistance. Leverage the unique skillsets and staff capabilities of each Party to provide services to the Parties' communities.

8. Professional Service Agreements. Issue bi-annual requests for qualifications for professional services firms and leverage existing contracts of each Party on behalf of the Parties to select the optimal firm for a project.

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Schedule 5.2  
Contribution Schedule

Unless and until modified in accordance with this Agreement, each Party will make the contribution amount set forth below:

<u>Party</u>	<u>Contribution Amount</u>	<u>Percentage of Total</u>
<u>Contribution</u>		
Morrow County	\$X0,000	50%
Port of Morrow	<u>\$X0,000</u>	<u>50%</u>
<b>Total Contribution</b>	\$X0,000	100%

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**MORROW COUNTY BROADBAND ACTION TEAM  
 DETAILED EXPENDITURES  
 FUND: 01 - BROADBAND FUND  
 DEPT: 100 - BROADBAND DEPT**

**BUDGET FOR FISCAL YEAR 2023-2024**

ACCT NO.	DESCRIPTION	PROPOSED	Changes	Adopted
<b>1</b>	<b><u>PERSONNEL SERVICES</u></b>			
61050	WAGES AND SALARIES	-	-	-
61150	OVERTIME	-	-	-
61250	EMPLOYER PAID EMPLOYEE BENEFIT	-	-	-
61252	401K EXPENSE	-	-	-
61400	UNPAID COMPENSATION	-	-	-
	<b>TOTAL PERSONNEL SERVICES</b>	-	-	-
<b>2</b>	<b><u>MATERIALS &amp; SERVICES</u></b>			
62100	ADVERTISING	-	-	-
62300	AUDIT	4,000	-	-
62650	DUES AND SUBSCRIPTIONS	1,500	-	-
62900	EQUIPMENT MAINTENANCE	150	-	-
63450	LEGAL	4,000	-	-
63460	LICENSES AND FEES	500	-	-
63500	MEETINGS AND CONVENTIONS	500	-	-
63550	MISCELLANEOUS EXPENSE	1,379	-	-
63650	OFFICE SUPPLIES	400	-	-
63800	OPERATING SUPPLIES	400	-	-
63825	OTHER PROFESSIONAL SERVICES	70,000	-	-
64000	PROGRAMMER SERVICES/SOFTWARE	2,500	-	-
64350	TELEPHONE	500	-	-
64450	TRAINING	-	-	-
	<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>85,829</b>	-	-
<b>3</b>	<b><u>CAPITAL OUTLAY</u></b>			
65450	EQUIPMENT PURCHASES	5,000	-	-
65460	LEASE IMPROVEMENTS	-	-	-
	<b>TOTAL CAPITAL OUTLAY</b>	<b>5,000</b>	-	-
<b>8</b>	<b><u>UNAPPROPRIATED</u></b>			
69050	UNAPPROPRIATED	-	-	-
	<b>TOTAL UNAPPROPRIATED</b>	-	-	-
	<b>DEPT TOTAL EXP. AND TRANSFERS</b>	<b>90,829</b>	-	-
<b>9</b>	<b><u>REVENUES</u></b>			
40110	NET WORKING CAPITAL	-	-	-
44635	ORS 190 FUNDING	90,829	-	-
44910	STATE APPROPRIATION	-	-	-
44665	GRANT PROCEEDS	-	-	-
44680	GRANT INCOME	-	-	-
45260	MISCELLANEOUS	-	-	-
45450	INTEREST INCOME	200	-	-
	<b>TOTAL REVENUES</b>	<b>91,029</b>	-	-

**DETAILED EXPENDITURES  
 FUND: 01 - BROADBAND FUND  
 DEPT: 110 - CAPITAL PROJECT NO. 1**

**BUDGET FOR FISCAL YEAR 2023-2024**

ACCT NO.	DESCRIPTION	PROPOSED	Changes	Adopted
<b>2</b>	<b><u>MATERIALS &amp; SERVICES</u></b>			
62400	BUILDING MAINTENANCE	-	-	-
62750	ELECTRICITY	-	-	-
63430	LEASE EXPENSE	-	-	-
63450	LEGAL	-	-	-
63550	MISCELLANEOUS EXPENSE	-	-	-
63800	OPERATING SUPPLIES	-	-	-
63825	OTHER PROFESSIONAL SERVICES	100,000	-	-
64025	PROPANE	-	-	-
64798	WATER/SEWER UTILITIES	-	-	-
	<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>100,000</b>	-	-
<b>3</b>	<b><u>CAPITAL OUTLAY</u></b>			
65200	BUILDING IMPROVEMENTS	-	-	-
65175	PROPERTY PURCHASE	-	-	-
XXXXX	PROJECT NO. 1 CAPEX	-	-	-
	<b>TOTAL CAPITAL OUTLAY</b>	-	-	-
<b>9</b>	<b><u>REVENUES</u></b>			

44665	GRANT PROCEEDS - BTAP	100,000	-	-
<b>TOTAL REVENUES</b>		<b>100,000</b>	-	-
<b>DETAILED EXPENDITURES</b>				
<b>FUND: 01 - BROADBAND FUND</b>				
<b>DEPT: 120 - CAPITAL PROJECT NO. 2</b>				
<b>BUDGET FOR FISCAL YEAR 2023-2024</b>				
ACCT NO.	DESCRIPTION	PROPOSED	Changes	Adopted
<b>2</b>	<b>MATERIALS &amp; SERVICES</b>			
62100	ADVERTISING	-	-	-
62400	BUILDING MAINTENANCE	-	-	-
62490	COMMUNITY PROMOTIONS	-	-	-
62750	ELECTRICITY	-	-	-
62900	EQUIPMENT MAINTENANCE	-	-	-
63300	INSURANCE	-	-	-
63430	LEASE EXPENSE	-	-	-
63450	LEGAL	-	-	-
63460	LICENSES AND FEES	-	-	-
63550	MISCELLANEOUS EXPENSE	-	-	-
63650	OFFICE SUPPLIES	-	-	-
63650	OPERATING SUPPLIES	-	-	-
63825	OTHER PROFESSIONAL SERVICES	-	-	-
64000	PROGRAMMER SERVICES/SOFTWARE	-	-	-
64025	PROPANE	-	-	-
64260	SMALL TOOLS/ EQUIPMENT	-	-	-
64798	WATER/SEWER UTILITIES	-	-	-
<b>TOTAL MATERIALS &amp; SERVICES</b>		-	-	-
<b>3</b>	<b>CAPITAL OUTLAY</b>			
65175	PROPERTY PURCHASE	-	-	-
<b>TOTAL CAPITAL OUTLAY</b>		-	-	-
<b>9</b>	<b>REVENUES</b>			
44665	GRANT PROCEEDS	-	-	-
<b>TOTAL REVENUES</b>		-	-	-
<b>FUND: 01 - BROADBAND FUND SUMMARY</b>				
<b>FUND TOTAL EXP. BUDGET</b>		<b>190,829</b>	-	-
		200	-	-
<b>FUND TOTAL REV. BUDGET</b>		<b>191,029</b>	-	-



**MORROW COUNTY BROADBAND ACTION TEAM  
 DETAILED EXPENDITURES  
 FUND: 10 - DEBT SERVICE FUND  
 DEPT: 010 - ADMINISTRATION DEPT**

**BUDGET FOR FISCAL YEAR 2023-2024**

ACCT NO.	DESCRIPTION	PROPOSED	Changes	Adopted
<b>5</b>	<b>CONTINGENCY - NONDEPARTMENTAL</b>			
67100	OPERATING CONTINGENCY	-	-	-
<b>TOTAL CONTINGENCY FUNDS</b>		-	-	-
<b>7</b>	<b>DEBT SERVICE</b>			
68150	PROJECT LOAN - PRINCIPAL	-	-	-
68450	PROJECT LOAN - INTEREST	-	-	-
<b>TOTAL DEBT SERVICE</b>		-	-	-
<b>8</b>	<b>UNAPPROPRIATED</b>			
69050	UNAPPROPRIATED (ONE-YEAR OF DEBT SERVICE)	-	-	-
<b>TOTAL UNAPPROPRIATED</b>		-	-	-
<b>DEPT TOTAL EXP. AND TRANSFERS</b>		-	-	-
<b>9</b>	<b>REVENUES</b>			
40110	NET WORKING CAPITAL	-	-	-
42150	PROJECT PROCEEDS - CURRENT	-	-	-
42200	PROPERTY PROCEEDS - DELINQUENT	-	-	-
44820	TFR FROM GENERAL	-	-	-
45450	INTEREST INCOME	-	-	-
<b>TOTAL REVENUES</b>		-	-	-
<b>FUND: 10 - DEBT SERVICE FUND SUMMARY</b>				
<b>FUND TOTAL EXP. BUDGET</b>		-	-	-
		-	-	-
<b>FUND TOTAL REV. BUDGET</b>		-	-	-