



AUGUST 24, 2023

Oregon Wine Board Meeting Agenda

Oregon State University
Wiegand Hall, Room 238

Time	Topic	Documents	Leader
9 -10 a.m. (60 minutes)	Executive Session <ul style="list-style-type: none">Executive Director search updateBrand Ambassadors		J. King
10-10:05 a.m. (5 minutes)	Public Board Meeting <ul style="list-style-type: none">Approve June 1 & June 16 meeting minutes	Draft June 1 & June 16 Board meeting minutes	J. King
10:05 – 10:30 a.m. (25 minutes)	Finance Committee <ul style="list-style-type: none">OWS 2024 budget2022-23 Financial reports2023-24 Budget	OWS 2024 budget 2022-23 Financial reports 2023-24 Budget	M. Chambers S. Crawford
10:30-11:15 a.m. (45 minutes)	Education Committee <ul style="list-style-type: none">Community Benchmark; final proposalOWS 2024: Seminar development (OWA & OWB roles)DEI training updateOWS three-year agreement		B. Stock T. Bramlett C. Gonzales
11:15-11:40 a.m. (25 minutes)	IPC Committee <ul style="list-style-type: none">Mid-term assessment		J. King C. Fauveau
11:40 a.m. - noon (20 minutes)	Reconstituting an Industry Marketing Committee		J. King N. Ferguson
Noon – 1 p.m. (60 minutes)	Lunch Break		
1 – 1:10 p.m. (15 minutes)	Reaffirm our commitment to civil discourse within the industry		J. King



ATTENDEES

Board

Justin King, Greg Jones, Donna Morris, Tiquette Bramlett, Dennis O'Donoghue, Cristina Gonzales, Dionne Irvine, Gary Mortensen

Absent

Bob Morus

Staff

Tom Danowski, Sally Crawford, Marie Chambers (via Zoom), Neil Ferguson, Bree Stock, David DeWitt, Celine Fauveau, Stacey Kohler

Guests

Andrew Smith (Fall Bright Solutions), Julie Pond & Elisa Ford (NCSFR)



JUNE 1, 2023

Board meeting minutes **DRAFT**

[Recording Link](#)

ATTENDEES

Board

Justin King, Greg Jones, Donna Morris, Tiquette Bramlett, Bob Morus, Cristina Gonzales, Dionne Irvine, Dennis O'Donoghue

Absent

Gary Mortensen

Staff

Tom Danowski, Marie Chambers, Sally Crawford, Celine Fauveau, Neil Ferguson, David DeWitt, Stacey Kohler, Bree Stock, Sarah Murdoch (interim Director of Communications)

Guests

Dai Crisp (NCSFR), Julie Pond (NCSFR), Gina Bianco (RVV), Vanessa Hadick (Double Tap Marketing)

MEETING OPENING

- Chair J. King called the Oregon Wine Board public meeting to order at 10:01 a.m.

Review of meeting minutes

- The Board reviewed the meeting minutes from April 25.

MOTION: T. Bramlett moved that the April 25 meeting minutes be approved as submitted. D. O'Donoghue seconded. The motion carried 8-0.

Education Committee

- B. Stock and T. Bramlett spoke about Diamond Strategies' kick-off of phase one of DEI training for OWB staff and Board Directors set to start in the coming weeks.

Research Committee

- D. Crisp, representing the Northwest Center for Small Fruits Research, gave an update on the annual Washington, D. C. trip and the progress made to secure USDA funding for small fruits research.
- He also spoke of the importance of sending two if not more people from Oregon to D.C. in the future due to the vast number of meetings held over three days and for representing ourselves to key lawmakers and federal agency administrators.

ACTION: The Research Steering Committee will discuss and develop a list of people who could be a sensible addition to participating in the D. C. trips.



Marketing and Communications Update

- N. Ferguson and S. Murdoch updated the Board on a range of projects that OWB is engaging with local, regional, and statewide tourism groups including, but not limited to, Oregon Wine Month.
 - N. Ferguson reviewed the wine tourism tactics and strategy and shared some results of these efforts from the first six months of 2023.
 - N. Ferguson and S. Murdoch gave a quick overview of the increase of media coverage, reach, and visibility around Oregon Wine Month vs. 2022.

IPC Update

- IPC co-chair G. Bianco presented the Board with a recommendation that the OWB become a member of the Wine Market Council and have an OWB staff member participate on the Research Committee.

MOTION: D. Morris made a motion to invest \$5,000 to become a member of the Wine Market Council for the budget year 2023-24. D. O'Donoghue seconded. The motion carried 8-0.

Finance Committee

- T. Danowski reviewed the recommended guidelines for industry association grant requests over \$500.

MOTION: D. Morris moved that the OWB management staff make two amendments to the guidelines to include language that limits the requests at \$2,000 per requestor per year and includes IPC being involved in pre-screening grant requests before they are considered by OWB's Finance Committee. G. Jones seconded. The motion carried 8-0.

Industry Item

- The Board discussed the Oregon Wine Ambassador program recommended and submitted by Danuta and Robin Pfeiffer.
 - T. Danowski relayed that the Ambassador program could be a great role for experienced industry veterans willing to volunteer their time and expertise to be voices for Oregon wine, and that the Pfeiffer's are exactly the kinds of representatives the OR wine industry wants to support. The Board agreed.

MEETING FINALIZATION

- Chair J. King adjourned the Oregon Wine Board public meeting at 12 p.m.

June 1, 2023

Executive Session

8:30 – 10 a.m.

The Oregon Wine Board Directors met in Executive Session and discussed OWB management performance reviews.



JUNE 16, 2023

Board meeting minutes **DRAFT**

[Recording Link](#)

ATTENDEES

Board

Justin King, Donna Morris, Bob Morus, Cristina Gonzales, Dionne Irvine, Dennis O'Donoghue, Gary Mortensen

Absent

Tiquette Bramlett (designated D. O'Donoghue as her proxy), Greg Jones (designated D. Morris as his proxy)

Staff

Stacey Kohler

MEETING OPENING

- Chair J. King called the Oregon Wine Board public meeting to order at 1:31 p.m.

MOTION: B. Morus moved that the Board acknowledge the departure of OWB Executive Director, T. Danowski, effective January 2, 2024, and that it awards monthly bonuses until that date related to ongoing service to OWB including support during the search, hiring, and onboarding of a successor. G. Mortensen seconded. The motion carried 9-0.

MOTION: D. O'Donoghue motioned that OWB should establish a seven-person industry-wide search committee to help recruit and hire a new Executive Director. And further, that the search committee be comprised of four current Board Directors and three industry members appointed by the joint industry nominating committee. The Board also authorized the search committee to secure an executive search firm in conjunction with recruiting and hiring. C. Gonzales seconded. The motion carried 9-0

MEETING FINALIZATION

- Chair J. King adjourned the Oregon Wine Board public meeting at 1:42 p.m.

June 16, 2023

Executive Session

1 – 1:30 p.m.

Topics discussed:

- The departure and impact of the departure of the Executive Director of the OWB
- Establishing an industry-wide search committee to aide in the hiring of a new Executive Director

2024 OWS Budget

	2024 SPLITS		2024 BASELINE BUDGET	2024 BASELINE BUDGET	
	OWA	OWB		OWA	OWB
Income					
Sponsorships*	10%	90%	120,000	12,000	108,000
Exhibitor Booths**	100%	0%	285,000	285,000	0
Conference Tickets	3%	97%	225,000	6,750	218,250
Lead Retrieval	100%	0%	1,700	1,700	0
OWA Ticket Discount Buyout		100%		0	0
Total Income			631,700	305,450	326,250
	Total Revenue Split			48%	52%
Expense					
Audio Visual/Translation Services	10%	90%	70,000	7,000	63,000
Attendee Catering	50%	50%	58,000	29,000	29,000
Vendor Catering	100%	0%	11,000	11,000	0
Soiree -catering	100%	0%	23,749	23,749	0
Soiree- entertainment	100%	0%	1,251	1,251	0
Trade Show (lead retrieval)	100%	0%	990	990	0
Photographer	50%	50%	1,500	750	750
Event app	50%	50%	3,288	1,644	1,644
Advertisement	50%	50%	2,358	1,179	1,179
Digital ads	50%	50%	218	109	109
Program/signage	50%	50%	2,000	1,000	1,000
Post card mailer	50%	50%	1,102	551	551
URL/Website	50%	50%	541	271	271
Registration system - Swoogo	50%	50%	8,800	4,400	4,400
Merchant fees	45%	55%	14,265	6,419	7,846
Badges/Lanyards/Ribbons/Printing/Supplies	50%	50%	3,171	1,586	1,586
Tote bags	50%	50%	1,413	707	707
SE Radios	50%	50%	275	138	138
Main Stage Furniture/Design		100%	2,649	0	2,649
Hotel -Speakers & Survey Winners		100%	13,169	0	13,169
Tasting Session		100%	15,000	0	15,000
Speaker Gifts		100%	238	0	238
Speaker Fee/Travel		100%	23,593	0	23,593
OWA hotel/meals	100%	0%	360	360	0
Exhibit services	70%	30%	45,739	32,017	13,722
Venue	40%	60%	79,847	31,939	47,908
Event contactor hotel/travel/meals	50%	50%	2,078	1,039	1,039
Event Management Fee	37%	63%	90,376	33,439	56,937
Event Management Sponsor Commission	28%	72%	30,000	8,400	21,600
Additional accounting hours	50%	50%	0	0	0
OWA Ticket Discount	100%	0%	0	0	0
Total Expense			506,970	198,936	308,033
	Total Expense Split			39%	61%
Net Income	Net Revenue		124,730	106,514	18,217
	Total Net Revenue		20%	35%	6%

BALANCE SHEET
FISCAL YEAR 2022-2023
REPORTED AS OF JUNE 30, 2022

OREGON WINE BOARD

	<u>June 30, 2023</u>	<u>June 30, 2022</u>
ASSETS		
Current Assets		
Total Checking/Savings	1,328,151	1,432,921
Total Accounts Receivable	239,388	1,053
Total Other Current Assets	-	68,638
Total Current Assets	<u>1,567,539</u>	<u>1,502,611</u>
Other Assets		
1250 · Prepaid Expenses	67,788	34,441
Total Other Assets	<u>67,788</u>	<u>28,426</u>
TOTAL ASSETS	<u><u>1,635,327</u></u>	<u><u>1,531,038</u></u>
LIABILITIES & EQUITY		
Liabilities		
Total Current Liabilities	<u>353,773</u>	<u>314,768</u>
Total Liabilities	<u>353,773</u>	<u>314,768</u>
Equity		
3000 · Opening Bal Equity	13,493	13,493
3900 · Retained Earnings	1,215,593	931,791
Net Income	52,469	270,986
Total Equity	<u>1,281,555</u>	<u>1,216,270</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,635,327</u></u>	<u><u>1,531,038</u></u>

2022-23 Profit Loss Statement with Cost vs. Budget

REPORTED FOR THE PERIOD OF JULY 1, 2022 - JUNE 30, 2023

BUDGET REVISED AS OF DEC 2, 2022

OREGON WINE BOARD

JULY 1, 2022-JUNE 30, 2023

Modified Accrual	Annual Approved Budget	JULY 1, 2022-JUNE 30, 2023			Year End Forecast	Prior Year End
		Income & Expenses	Budget Earned	Budget Variance		
INCOME						
4100 · Grape Assessment (\$25/ton)	1,894,968	1,885,950	1,894,968	(9,018)	1,885,950	2,049,862
4200 · Wine Tax (2c/gal)	324,948	305,342	324,948	(19,606)	305,342	352,194
4300 · Program Revenue				-		
4310 · Symposium Revenue	353,967	268,860	353,967	(85,107)	268,860	101,051
4500 · Other Income	50	55	50	5	55	60
4600 · Grant Revenue	84,500	119,750	84,500	35,250	119,750	98,750
4690 - HB 5006 Funds (MARIS)	55,956	55,956	55,956	-	55,956	-
TOTAL INCOME	2,714,389	2,635,913	2,714,389	(78,476)	2,635,913	2,601,917
EXPENSE						
1R000 · Research.						
R100 · Vit & Enological Research	415,549	345,457	415,549	(70,092)	345,457	287,766
R800 · Research. Administration	12,000	3,091	12,000	(8,909)	3,091	7,707
R900 · Research.Employee Compensation	62,448	51,229	62,448	(11,219)	51,229	23,297
1R000 · Research.	489,997	399,777	489,997	(90,220)	399,776	318,769
2E000 · Education.						
E100 · Symposium	353,967	284,781	353,967	(69,186)	284,781	104,204
E200 · Education Projects	88,500	74,750	88,500	(13,750)	74,750	87,750
E300 · Trade Education	-	-	-	-	-	-
E800 · Education.Administration	10,000	11,669	10,000	1,669	11,669	6,232
E900 · Education.Employee Compensation	163,201	160,303	163,201	(2,898)	160,303	119,602
2E000 · Education.	615,668	531,502	615,668	(84,166)	531,502	317,789
3M000 · Marketing & Communications						
B000 · Brand Equity & Identity	18,000	15,558	18,000	(2,442)	15,558	139,833
T000 · Tourism	228,000	106,723	228,000	(121,277)	106,723	40,549
X000 · Market Expansion	208,000	173,583	208,000	(34,417)	173,583	155,481
C000 · Communications	242,497	190,051	242,497	(52,446)	190,051	170,645
M200 · Marketing Collateral		10,000		10,000	10,000	
M800 · Marketing.Administration	38,000	11,475	38,000	(26,525)	11,475	3,312
M900 · Marketing.Employee Compensation	285,366	272,336	285,366	(13,030)	272,336	168,737
3M000 · Marketing & Communications	1,019,863	779,727	1,019,863	(240,136)	779,727	678,556
4K000 · Knowledge & Insights						
R200 · Industry Research	150,000	76,223	150,000	(73,778)	76,223	40,650
M300 · Marketing Research	22,500	775	22,500	(21,725)	775	4,150
K900 - Employee Compensation	29,661	22,415	29,661	(7,246)	22,415	23,297
4K000 · Knowledge & Insights	202,161	99,413	202,161	(102,748)	99,413	68,097
5L000 · Leadership & Partnership						
L100 -Regional Meetings	2,500	-	2,500	(2,500)	-	838
G301 · Grant Writing	-	-	-	-	-	-
G200 · Program Sponsorships/Contributions	30,000	25,422	30,000	(4,578)	25,422	2,905
G400 · Engagement Dashboard	-	-	-	-	-	-
G600 - Industry Relations	130,000	38,679	130,000	(91,321)	38,679	27,633
L800 - Leadership & Partnership Admin	6,000	1,692	6,000	(4,308)	1,692	300
L900 - Employee Compensation	111,807	97,826	111,807	(13,981)	97,826	23,297
5L000 · Leadership & Partnership	280,307	163,619	280,307	(116,688)	163,619	54,974
G100 · Board Administration	30,000	4,688	30,000	(25,312)	4,688	27,834
G300 · Consultants	-	-	-	-	-	8,500
G500 · Office Administration	38,000	46,790	38,000	8,790	46,790	40,696
G800 · Staff Administration	90,000	85,396	90,000	(4,604)	85,396	62,537
G900 · Employee Compensation.G&A	294,463	395,532	294,463	101,069	395,532	550,174
G901 · Employee Retirement Allocation	50,000	-	50,000	(50,000)	-	-
G999 · Accrued PTO Balances	100,000	77,000	100,000	(23,000)	77,000	-
6G000 · General & Admin	602,463	609,407	602,463	6,944	609,407	689,741
TOTAL EXPENSE	3,210,459	2,583,445	3,210,459	(627,014)	2,583,444	2,330,931
NET INCOME	(496,070)	52,469	(496,070)	548,539	52,469	270,986
Beginning Balance	1,215,593	1,215,593			1,215,593	931,791
Ending Balance	719,523	1,268,062			1,268,062	1,215,593
Reserve Goal (30% of 3 Yr Ave Grape Assessment)	568,490	568,490			568,490	565,483
Surplus/Deficit After Reserve Goal	151,033	699,571			699,571	650,110
Total Compensation	1,134,428	1,103,300	1,134,428	(31,128)	1,103,300	1,014,661

Proposed FY23-24 Budget Adjustments
8/24/23 Board Meeting

Modified Accrual Accounting				FY 23-24 Budget vMar23	Recommend Adjustments to Budget	FY 23-24 Budget vAug23	NOTES
Income							
	4100	Grape Assessment (\$25/ton)		\$1,893,746.00	(\$21,174.00)	\$1,872,572.00	updated 3 year average
	4200	Wine Tax (2c/gal)		\$335,261.00	(\$6,536.00)	\$328,725.00	updated 3 year average
	4310	Symposium Revenue		\$350,000.00	(\$23,750.00)	\$326,250.00	approved OWS 2024 budget
		Total 4500 Other Income		\$50.00	\$0.00	\$50.00	
		Total 4600 Grant Revenue		\$0.00	\$7,500.00	\$7,500.00	Wine Country License Plate Matching Grant - Photography
		Total 4690 HB 5006 Funds		\$0.00	\$0.00	\$0.00	
		Total Income		\$2,579,057.00	(\$43,960.00)	\$2,535,097.00	
Expenses							
	1R000 Research.						
		Total R101 Grants.		\$410,000.00	\$0.00	\$410,000.00	\$329,060 allocated: ARF \$270,060; ODA \$50,000 Vine Mealybug Delimitation
		R103 Online V&E Knowledge Center				\$0.00	
		R104 Grant Management/Administration				\$0.00	
		Total R100 Vit & Enological Research		\$410,000.00	\$0.00	\$410,000.00	
		Total R800 Research. Administration		\$12,000.00		\$12,000.00	
		R900 Research.Employee Compensation		\$59,007.00	(\$2,936.00)	\$56,071.00	reflects current comp allocations
		Total 1R000 Research.		\$481,007.00	(\$2,936.00)	\$478,071.00	
	2E000 Industry Education.						
		Total E100 Symposium		\$350,000.00	(\$23,750.00)	\$326,250.00	shored up to break even
		E200 Education Projects					
		E201 Misc Workshops		\$1,000.00		\$1,000.00	
		E202 DTC/ Workshop		\$5,000.00		\$5,000.00	
		E203 Profit Calculator Development		\$3,000.00		\$3,000.00	
		E205 Community Benchmark			\$11,250.00	\$11,250.00	grant funding concludes Oct 2023; \$11,250 for CB Insights move to L&P or K&I?
		Total E200 Education Projects		\$9,000.00	\$11,250.00	\$20,250.00	
		Total E800 Education.Administration		\$12,000.00	\$13,000.00	\$25,000.00	adjust to reflect conferences, judging and travel
		E900 Education.Employee Compensation		\$152,355.00	\$11,210.00	\$163,565.00	reflects current comp allocations
		Total 2E000 Industry Education.		\$523,355.00	\$11,710.00	\$535,065.00	
	3M000 Marketing.						
		Total 1B000 Brand Equity & Brand Identity		\$35,000.00	\$0.00	\$35,000.00	
		2T000 Tourism					
		Total M101 Oregon Wine Month		\$150,000.00	\$0.00	\$150,000.00	
		M102 Wines Fly Free		\$10,000.00		\$10,000.00	
		M108 Bounty & Vine			\$10,000.00	\$10,000.00	initial trial Fall 2024
		M205 Wine Guide		\$15,000.00		\$15,000.00	production, distribution & printing
		T100 Touring Guide Design and Production				\$0.00	

Proposed FY23-24 Budget Adjustments
8/24/23 Board Meeting

Modified Accrual Accounting			FY 23-24 Budget vMar23	Recommend Adjustments to Budget	FY 23-24 Budget vAug23	NOTES
		T102 Content Development (includ. photog, Travel OR)	\$5,000.00	\$20,000.00	\$25,000.00	WCLP Matching Grant - Photography
		T103 Consumer Website Platform Upgrade			\$0.00	
		Total 2T000 Tourism	\$180,000.00	\$30,000.00	\$210,000.00	
		3X000 Market Expansion				
		Total I000 International Marketing	\$160,000.00	\$10,000.00	\$170,000.00	adjusted to reflect activity & costs
		X103 Trade Education Tools & Events				
		M104 Other Programs		\$5,000.00	\$5,000.00	OWB branding presence/promotional items
		M105 Trade Events - Teksom	\$12,000.00	\$2,000.00	\$14,000.00	increased costs
		M106 Marketing Events SCBG	\$10,000.00		\$10,000.00	
		M107 Trade Organization Sponsorship	\$10,000.00		\$10,000.00	
		M201 Resource Studio	\$15,000.00		\$15,000.00	
		X100 Learn Oregon Content Maintenance & Upgrades			\$0.00	
		X202 Trade Database/CRM Development/Comms			\$0.00	
		Total X103 Trade Education Tools & Events	\$47,000.00	\$7,000.00	\$54,000.00	
		Total 3X000 Market Expansion	\$207,000.00	\$17,000.00	\$224,000.00	
		4C000 Communications				
		Total C100 Media Relations	\$75,000.00	\$51,500.00	\$126,500.00	increase reflects PR contractor up to 12 months
		C200 Media Analytics	\$10,115.00		\$10,115.00	
		Total C800 Comm.Administration	\$7,900.00	\$0.00	\$7,900.00	
		C900 Comm.Employee Compensation	\$140,393.00	(\$66,468.00)	\$73,925.00	reflects current comp allocations and open Comm Mngr FT position for 7 months
		Total 4C000 Communications	\$233,408.00	(\$14,968.00)	\$218,440.00	
		M800 Marketing.Administration			\$0.00	
		M801 Marketing.Committee Meetings	\$5,000.00		\$5,000.00	
		M802 Marketing.Collateral & Mtls	\$15,000.00	(\$5,000.00)	\$10,000.00	reallocated to WCLP Matching Grant - Photography
		M803 Marketing.Employee Development			\$0.00	
		M804 Marketing.Mtg &Travel	\$8,000.00	\$4,000.00	\$12,000.00	increased travel
		Total M800 Marketing.Administration	\$28,000.00	(\$1,000.00)	\$27,000.00	reallocated to WCLP Matching Grant - Photography & increased travel budget
		M900 Marketing.Employee Compensation	\$250,565.00	\$46,815.00	\$297,380.00	reflects current comp allocations
		Total 3M000 Marketing.	\$933,973.00	\$77,847.00	\$1,011,820.00	
		4K000 Knowledge & Insights.				
		M300 Marketing Research				
		M301 Marketing Research	\$20,000.00		\$20,000.00	
		M302 Nielsen Data	\$7,500.00		\$7,500.00	
		M304 Wine Market Council		\$5,000.00	\$5,000.00	approved at June 23 board meeting
		Total M300 Marketing Research	\$27,500.00	\$5,000.00	\$32,500.00	
		R200 Industry Research			\$0.00	

Proposed FY23-24 Budget Adjustments
8/24/23 Board Meeting

Modified Accrual Accounting		FY 23-24 Budget vMar23	Recommend Adjustments to Budget	FY 23-24 Budget vAug23	NOTES
	R201 Ag Census	\$77,265.00	\$5,000.00	\$82,265.00	database work in advance of census
	R202 Economic Impact	\$30,000.00	(\$10,000.00)	\$20,000.00	\$10K paid FY223-23
	R203 Misc. Studies	\$20,000.00	(\$11,250.00)	\$8,750.00	\$4K approved for labor & salary survey; \$11,250 reallocated to Comm Benchmark
	Total R200 Industry Research	\$127,265.00	(\$16,250.00)	\$111,015.00	
	zK900 Knowledge & Insights Compensation	\$36,038.00	(\$3,481.00)	\$32,557.00	reflects current comp allocations
	Total 4K000 Knowledge & Insights.	\$190,803.00	(\$14,731.00)	\$176,072.00	
	5L000 Leadership & Partnership				
	Total G200 Industry Contributions	\$15,000.00	\$0.00	\$15,000.00	
	G301 Grant Writing				
	L100 Regional Meetings (including external stakeholders)	\$2,500.00		\$2,500.00	
	L103 Program Contributions	\$0.00		\$0.00	
	G600 Industry Relations	\$0.00		\$0.00	
	G601 Subscriptions	\$25,000.00	\$10,000.00	\$35,000.00	adjust to FY22-23 costs
	G602 Administration/Annual Report	\$5,000.00		\$5,000.00	
	G603 Strategic Planning	\$50,000.00	(\$10,000.00)	\$40,000.00	reallocate to DEI Leadership/Infrastructure
	G604 Industry Website Platform Upgrade		\$4,000.00	\$4,000.00	share point enhancements, ongoing updates
	Gxxx DEI Leadership/Infrastructure		\$8,400.00	\$8,400.00	DEI Leadership Coaching on DEI Infrastructure
	Total G600 Industry Relations	\$80,000.00	\$12,400.00	\$92,400.00	
	Total L103 Program Contributions	\$80,000.00	\$12,400.00	\$92,400.00	
	Total L800 Leadership & Partnership Administration	\$6,000.00	\$0.00	\$6,000.00	
	L900 Leadership & Partnership.Employee Compensation	\$102,073.00	(\$1,914.00)	\$100,159.00	reflects current comp allocations
	Total 5L000 Leadership & Partnership	\$205,573.00	\$10,486.00	\$216,059.00	
	6G000 General & Admin				
	Total G100 Board Administration	\$20,000.00	\$11,500.00	\$31,500.00	DEI: Facilitated Leadership Training \$7K; next steps \$4.5K (+\$4K FY24-25)
	Total G300 Consultants	\$10,000.00	\$0.00	\$10,000.00	
	G500 Office Administration				
	G501 Rent	\$35,000.00	(\$35,000.00)	\$0.00	recommended delay of office space until FY24-25
	G502 Equipment/Furniture/Maintenance	\$25,000.00	\$6,000.00	\$31,000.00	necessary computer upgrades
	G503 Postage/Supplies/Fees	\$16,000.00		\$16,000.00	
	G504 Telephone/Internet Fees	\$6,000.00		\$6,000.00	
	Total G500 Office Administration	\$82,000.00	(\$29,000.00)	\$53,000.00	
	G800 Staff Administration				
	G802 Employee Development.G&A	\$10,000.00	\$10,500.00	\$20,500.00	DEI: \$6K initial consult; next steps \$4.5K (+\$4K FY24-25)
	G803 Mtg & Travel.G&A	\$38,000.00	\$4,000.00	\$42,000.00	suggested adjustment
	G804 Temp & Contract Support	\$20,000.00	\$50,000.00	\$70,000.00	\$50K executive search
	G805 Legal Fees	\$10,000.00		\$10,000.00	

Proposed FY23-24 Budget Adjustments
8/24/23 Board Meeting

Modified Accrual Accounting				FY 23-24 Budget vMar23	Recommend Adjustments to Budget	FY 23-24 Budget vAug23	NOTES
			Total G800 Staff Administration	\$78,000.00	\$64,500.00	\$142,500.00	
			G900 Employee Compensation.G&A	\$385,476.00	\$130,975.00	\$516,451.00	reflects current comp allocations with board approved adjustment
			G901 Employee Retirement Allocation	\$30,000.00	(\$30,000.00)	\$0.00	allocated via employee comp
			G999 Accrued PTO Balances	\$30,000.00	\$40,000.00	\$70,000.00	reflects current
			Total 6G000 General & Admin	\$635,476.00	\$187,975.00	\$823,451.00	
			Total Expenses	\$2,970,187.00	\$270,351.00	\$3,240,538.00	
			Net Income	(\$391,130.00)	(\$314,311.00)	(\$705,441.00)	
			Beginning Balance	\$1,087,369.00		\$1,268,062.00	FY 22-23 actual ending balance
			Ending Balance	\$696,239.00		\$562,621.00	
			Reserve Goal (30% of 3 Yr Ave Grape Assessment)	\$568,490.00		\$561,771.60	
			Surplus/Deficit After Reserve Goal	\$127,749.00		\$849.40	
			Total Compensation	\$1,155,907.00	\$84,201.00	\$1,240,108.00	fully loaded compensation inclusive of taxes & benefits

2024-2026 OREGON WINE SYMPOSIUM CO-SPONSORSHIP AGREEMENT

This Co-sponsorship Agreement (“**Agreement**”) is made as of [Date], 2023 (the “**Effective Date**”), between the State of Oregon, acting by and through its Oregon Wine Board (“**OWB**” or “**State**”) and the Oregon Wine Advocacy Council doing business as the Oregon Winegrowers Association (“**OWA**”) in connection with the 2024, 2025 and 2026 Oregon Wine Symposiums to be held annually in Portland, Oregon for two days in February or March (each, an “**Event**”). OWB and OWA may be referred hereinafter collectively as the “**Parties**” and individually as a “**Party**.”

1. **Agreement Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect through March 31, 2026, unless extended by amendment pursuant to Section 16 (the “**Term**”).

2. **Agreement Documents.** This Agreement consists of this Agreement and Exhibit A (Event Deliverables) and Exhibit B (Estimated Budget Framework), which are attached hereto and incorporated into this Agreement by reference.

3. **Event Deliverables.** The Parties shall perform (i) joint deliverables for the Event and (ii) their respective deliverables for the Event (collectively, the “**Event Deliverables**”), as described in Exhibit A. The Parties may amend the Event Deliverables by amendment to Exhibit A pursuant to Section 16.

4. **Event Budget.** No later than April 30 of each year of this Agreement, the Parties shall agree to incur Event expenses and share Event revenues pursuant to an estimated Event budget for the next Event during the Term, based on the Agreed Budget Framework set forth on Exhibit B (each, an “**Estimated Budget**”). For a cost borne 100% by a Party (a “**100% Cost**”), the Party may modify the amount of the 100% Cost by notice to the other Party. For costs shared by the Parties (“**Shared Costs**”), the Parties may modify both the amount of the Shared Costs and their respective cost split by agreement, which agreement may be embodied by an email acknowledged by both Parties. No later than 14 days prior to the Event, the Parties will (i) agree to a substantially final Budget (the “**Final Budget**”) and (ii) replace the Estimated Budget with the Final Budget by amendment pursuant to Section 16, provided that the Parties may modify 100% Costs and Shared Costs after that date pursuant to the process outlined in this Section 4.

5. **Representations and Warranties.**

(a) **OWA’s Representations and Warranties.** OWA represents and warrants that:

(i) OWA has the power and authority to enter into and perform this Agreement; and

(ii) This Agreement, when executed and delivered, is a valid and binding obligation of OWA enforceable according to its terms.

(b) **OWB’s Representations and Warranties.** OWB represents and warrants that:

(i) OWB has the power and authority to enter into and perform this Agreement; and

(ii) This Agreement, when executed and delivered, is a valid and binding obligation of OWB enforceable according to its terms.

6. Subcontracts, Successors and Assignments.

(a) **Subcontracts.** With the other Party's prior written consent, a Party may enter into one or more subcontracts for its respective Event Deliverables; *provided, however*, that such consent to any subcontract does not relieve the subcontracting Party of any of its duties or obligations under this Agreement.

(b) **Successors and Assignments.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns, if any. Neither Party shall assign, delegate, or transfer any of its rights or obligations under this Agreement without the other Party's prior written consent.

7. OWA as Independent Contractor; OWA Responsibility for Taxes and Withholding.

(a) **Independent Contractor Status.** OWA shall perform all OWA Deliverables (as that capitalized term is defined in Exhibit A) as an independent contractor. OWA is not an "officer," "employee," or "agent" of the State, as those terms are used in ORS 30.265. OWA is responsible for determining the appropriate means and manner of performing the OWA Deliverables.

(b) **Responsibility for Taxes and Withholding.** OWA shall pay all federal and state taxes applicable to compensation or payments received by OWA under this Agreement and, unless OWA is subject to backup withholding, OWB will not withhold from such compensation or payments any amounts to cover OWA's federal or state tax obligations. OWA is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to OWA under this Agreement, except as a self-employed individual.

8. OWA Indemnification. OWA SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE STATE OF OREGON, OWB, AND THEIR DIRECTORS, 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 ALLEGED NEGLIGENT OR WILLFUL ACTS OR OMISSIONS BY OWA OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.

9. Default. Any of the following constitutes an "Event of Default" by a Party:

(a) **Failure to Perform.** A Party (the "Breaching Party") fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement and

that failure continues for a period of 30 calendar days after written notice specifying such failure is given to the Breaching Party by the other Party (the “**Non-breaching Party**”). The Non-breaching Party may agree in writing to an extension of time if it determines that the Breaching Party has instituted and diligently pursued corrective action.

(b) **Materially False Representation.** If a Party makes a materially false or misleading representation in this Agreement or any material document provided by the Party related to this Agreement.

10. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party may pursue any remedies available under this Agreement, at law or in equity; *provided, however*, that OWB will not be liable for lost profits, incidental, consequential, or other indirect damages suffered by OWA arising out of or related to this Agreement, regardless of whether the liability claim is based on contract, tort (including negligence), strict liability, product liability or otherwise; *provided further*, that in no case will OWA be liable for lost profits in excess of 10% of total Event revenues.

11. **Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute in lieu of litigation.

12. **Termination.**

(a) **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.

(b) **OWB Termination for Cause.** OWB may terminate this Agreement, in whole or in part, immediately upon written notice to OWA, or at such later date as OWB may establish in such notice, upon the occurrence of any of the following events:

(i) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for OWB’s Deliverables;

(ii) Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the performance of the OWB Deliverables under this Agreement is prohibited, or OWB is prohibited from paying for the OWB Deliverables from the planned funding source;

(iii) OWA commits any Event of Default.

(c) **OWA Termination for Cause.** OWA may terminate this Agreement, in whole or in part, immediately upon written notice to OWB, or at such later date as OWA may establish in such notice, if OWB commits any Event of Default.

13. **Notices.** Except as otherwise provided in this Agreement, any notices between the parties that relate to this Agreement must be given in writing and delivered by one of the following

methods: United States Postal Service (postage prepaid), express courier, email or personal delivery to the other party at the physical address or email address set forth below or to such other addresses or numbers as either party may hereafter designate in writing. Any notice mailed or couriered is effective three (3) calendar days after the postmark date or the date that the notice is submitted to the courier for delivery, respectively. Any notice delivered by email is effective on the day the email was received by the recipient, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against OWB, OWA must confirm by telephone call to OWB's Agreement Administrator that OWB received any notice transmitted by email. Any notice given by personal delivery is effective immediately if delivery is made to the individuals identified below.

IF TO OWB:

Tom Danowski, President
Oregon Wine Board
5331 S. Macadam Ave
Suite 258, PMB 121
Portland, OR 97239
(503) 967-8978
Email: Tom@oregonwine.org

IF TO OWA:

Jana McKamey, Executive Director
Oregon Winegrowers Association
P.O. Box 12109
Portland, OR 97212
(503) 902-9522
Email: jana@oregonwinegrowers.org

14. Choice of Law; Designation of Forum; Federal Forum.

(a) **Choice of Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) **Designation of Forum.** Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) **Federal Forum.** Notwithstanding Section 14(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

15. Public Records. OWB's obligations under this Agreement are subject to the Oregon Public Records Laws, ORS 192.311 to 192.478.

16. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

17. **Headings.** The section headings set forth throughout this Agreement are for convenience only, and are not intended to affect the meaning of the provisions of this Agreement.

18. **Integration and Modification.** This Agreement contains the entire agreement between the Parties. All prior agreements and all prior negotiations are superseded by this Agreement.

19. **Severability.** The Parties agree that if any term of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms will not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term held to be invalid.

20. **Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter of this Agreement. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified in this Agreement. No waiver, consent, modification or change of terms of this Agreement binds all parties unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of OWB to enforce any provision of this Agreement does not constitute a waiver by OWB of that or any other provision.

21. **Survival.** The following provisions, including this one, survive expiration or termination of this Agreement: Section 8 (OWA Indemnification), Section 9 (Default), Section 10 (Remedies), Section 13 (Notices), and Section 14 (Choice of Law; Designation of Forum; Federal Forum).

22. **Time is of the Essence.** The Parties agree that time is of the essence under this Agreement.

23. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

[Signature Page immediately follows]

IN WITNESS WHEREOF, the parties have executed this Agreement.

**The STATE OF OREGON acting by and
through the OREGON WINE BOARD**

**OREGON WINE ADVOCACY
COUNCIL doing business as the
OREGON WINEGROWERS
ASSOCIATION**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A
Event Deliverables

A. Joint Deliverables.

The following are the Parties' joint deliverables for the Event:

1. Development of the following:
 - a. Event dates and venue
 - b. Event program schedule
 - c. Event branding and website hosting
 - d. Event application (“app”)
2. Management of opening welcome and lunch session as follows:
 - a. OWA responsible for day one of Event in 2024 and 2026, and day two of Event in 2025, provided that OWA will allow for a joint welcome presentation on day one, with the presentation time split equally between the Parties; and
 - b. OWB responsible for day two of Event in 2024 and 2026, and day one of Event in 2025, provided that OWB will allow for a joint morning presentation on day two, with the presentation time split equally between the parties.
3. Management of catering in general session hall on day one of the Event is the responsibility of the Party responsible for day one of the Event, and management of catering in general session hall on day two of the Event is the responsibility of the Party responsible for day two of the Event.
4. Sponsor acquisitions

B. OWB Deliverables.

The following are OWB's deliverables for the Event (collectively, the “**OWB Deliverables**”):

- | |
|---|
| <ol style="list-style-type: none">1. Attendee Marketing and Registration, provided that (i) OWA will provide OWB with content for trade show marketing and promotional efforts and (ii) OWB will afford OWA opportunities to provide input on the overall Event marketing plan2. Event app development for session content3. Education Content/Speaker Management4. Audio/Visual support for seminars5. Awards ceremony6. Printing of Program7. Lanyards and name badges for attendees8. Signage for session halls9. Hotel contract and pricing for attendees and speakers10. Event photography11. Venue contract for session space and foyer12. Insurance/risk coverage for session areas/staff13. Volunteer management for session rooms14. Onsite Event Management support for sessions/attendees/registration15. Registration desks and carpeting in general session hall |
|---|

16. Printed invitations/handouts for marketing
17. Speaker management

C. OWA Deliverables.

The following are OWA’s deliverables for the Event (collectively, the “**OWA Deliverables**”):

1. Trade Show Exhibitor Contractor Management
2. Trade show Activities
3. Soiree
4. Mini Sessions
5. Trade Show Marketing and Booth sales
6. Signage and Program for trade show hall
7. Trade Show Bags
8. Lanyards and name badges for exhibitors
9. Catering for exhibit hall
10. Audio/Visual for exhibit hall
11. Volunteer management for trade show hall
12. Waste Diversion fees and fire permits
13. Website Updates for exhibitor information
14. Trade show layout design
15. Non-profit booth opportunities
16. Venue Contract for exhibit hall
17. Insurance risk coverage for exhibit hall
18. Onsite Event Management support for exhibitors/trade show hall
19. Carpeting and booth structures in exhibit hall
20. Sponsorship booth income
21. Event app content for trade show exhibitors
22. Space for attendee registration in lobby

OWB Code of Conduct

- Exercise professionalism, consideration, and respect in their speech and actions.
- Refrain from harassing speech and other harassing behavior.
- Be respectful
- Listen actively
- Be collaborative
- Respect diversity, including communication differences
- Respect privacy of participants
- Handle disagreement constructively
- Act fairly, honestly, and in good faith with other participants.
- Don't interrupt or talk over someone else who is speaking, even when you are excited.
- No side conversations. They are disrespectful to the speaker and distract listeners from the person who has the floor.
- Listen for content in the statements of others, especially when you disagree. Listen for what the speakers are trying to communicate, even if they aren't expressing their points concisely.
- Find common ground. Identify and call attention to areas of agreement.



OTHER UPDATES

- 2024 proposed Board meeting schedule
- Trade Relations

2024 Proposed OWB Board Meeting Schedule

DATE	RECOMMENDED FORMAT	LOCATION
Thursday, March 7	Zoom	N/A
Tuesday, April 23 or Thursday, April 25 (Research proposals)	Zoom	N/A
Tuesday, August 6 (industry reception) and Wednesday, August 7 (Board meeting)	In-person	TBD (need suggestions)
Thursday, December 5	Zoom	N/A



AUGUST 2023 BOARD PACKET

Trade relations update

Prepared by: David DeWitt

Oregon Wine Month 3-tier updates

Strategic objectives

Market Expansion, Brand Equity

Overview

Since 2012, the Oregon wine industry has celebrated Oregon Wine Month Annually in May as a promotional period of focused trial and awareness.

Status

The OWB executed the Oregon Wine Month recap presentation for all stakeholders. The meeting was supported by sales analysis by Danny Brager. Social and digital advertising recap was presented by Vanessa Hadick from Double Tap marketing.

- The presentation was recorded, and the sales deck is available to share out.
- This was the starting point for OWM planning for 2024.

Next steps and timing

- Schedule planning meetings with sales managers and stakeholders to develop planning for 2024.

TEXSOM 2023 – Texsom Conference

Strategic objectives

Brand Equity, Market Expansion

Overview

TEXSOM is regarded as one of the premier trade/industry conferences in the country with international participation. TEXSOM Awards brings the industry together to identify and champion beverages of quality and distinction from around the world, invests in brand-building for all award-winners, and creates additional avenues to market and exposure through the extensive sommelier and beverage industry network.

Status

We will be presenting at the 2023 Somm Luncheon for 100 influential restaurant and retail buying professionals.

- Bree Stock and David DeWitt will execute the tasting and educational presentation with our sponsorship.
- Since 2016 OWB has participated in the conference and awards process.
- In 2023 74 wines were awarded medals from all regions with support from OWB.
- The tasting will feature awarded wines from most regions of OR.



Next steps and timing

- Collect trade contact information.
- Recap OWB involvement in TEXSOM 2023.