



A State Affiliate of ICMA

OCCMA Board of Directors Meeting

March 29, 2024 | 10:00 am – 12:00 pm

Seaside Civic & Convention Center | 415 First Avenue, Seaside, OR 97138 | Riverside B Room

Zoom Option

https://us02web.zoom.us/j/88995256382?pwd=NkMwNWFwcXJqVHZEMFIPRnZrSHRBdz09

Meeting ID: 889 9525 6382 | Passcode: 124434 | Dial-in: +1 (253) 215-8782

<u>AGENDA</u>

Α.	A. Welcome (President Huff)							
	1.	Agenda (Additions)	-					
	2.	President's Report (<i>President Huff</i>)	-					
в.	Consent Calendar* (President Huff)							
	1.	Minutes of January 26, 2024 Board Meeting	03					
	2.	Budget vs Actuals	07					
	3.	Transactions by Vendor	10					
	4.	Summary of all Contracts Executed on Behalf of OCCMA	12					
	5.	Retired Membership for Ron LeBlanc	15					
С.	ICN	MA Ethics Review Process (Jessica Cowles, ICMA Ethics Director)	22					
D.	LOC Board of Directors Report (Kenna West)							
Ε.	Ap	prove Contract with the League of Oregon Cities* (Angela Speier)	23					
F.	Ap	prove Registration Cost for OCCMA Summer Conference* (Angela Speier)	50					
G.	Red	quest to Cover Partial Expenses to Speak at the ICMA Annual Conference* (Angela	51					
	Spe	eier)	51					
н.	Me	embership Report (Angela Speier)	55					
١.	Ore	egon Latinos in Local Government Update (Abigail Elder)	56					
J.	Cor	mmittees	-					
*	Rep	ports and Action Items	-					
		1. Bylaws (Aaron Palmquist)	-					
		2. Communications (Andy Varner)	-					
		3. DEI (Mark Shepard)	-					
		4. Ethics (Zoe Mombert)	-					
		5. ICMA Liaison	-					



DCCMV **Oregon City/County**

Management Association

A State Affiliate of ICMA

	6.	Nominating (Scott Derickson)	-
	7.	Professional Development (Martha Bennett)	-
	8.	Support for Managers (John Walsh)	-
	9.	Northwest Women's Leadership Academy (Nina Vetter)	-
	10.	Oregon Veterans Leading Government (Aaron Palmquist)	-
	11.	Civic Education Committee (Zoe Mombert)	-
	12.	Scholarship Committee (Sabrina Cotta)	-
к.	Senior	Advisor Update	-
L.	Other ((President Huff)	-
м.	Adjour	nment (President Huff)	-

* Agenda items denoted with an asterisk indicate a motion is recommended. The sample motion will appear in the agenda item's associated materials.

OCCMA Board of Directors Meeting

January 26, 2024 | 10:30 am Virtual

MINUTES

Abigail Elder, Director - Present

Zoe Mombert, Director – Present

Mark Shepard, Director - Present

Sabrina Cotta, Director – Present

Aaron Palmquist, Director – Present

Jerry Gillham, Director – Present (departed at

Board Members:

Dan Huff, President – Present Martha Bennett, President-Elect – Present Scott Derickson, Past President – Absent Angela Speier, Secretary, LOC – Present John Walsh, Director – Present Andy Varner, Director – Present Nina Vetter, Director – Present

Others: Dale Shafer, Senior Advisor; Dave Waffle, Senior Advisor; David Clyne, Senior Advisor; Rob Drake, Senior Advisor; and Sheila Ritz, Senior Advisor

11:15am)

A. Welcome

President Huff welcomed attendees and called the meeting to order at 10:31 am. He announced there will be a motion under the ethics committee.

B. Consent Calendar

It was moved by President-Elect Bennett and seconded by Director Palmquist to approve the consent calendar. There was no discussion and the motion passed unanimously (11-0). [11-Yes (Huff, Bennett, Walsh, Varner, Palmquist, Elder, Vetter, Cotta, Shepard, Gillham, and Mombert); O-No; O-Abstain; 1-Absent (Derickson)].

C. LOC Board of Directors Report

Aaron Cubic, Grants Pass City Manager and LOC Board of Directors member provided an update on the LOC Board of Directors. He noted the board approved a 2% rate increase for membership dues in FY2024-25. He provided an update on the LOC Strategic Plan and reviewed the five initiatives that the board and staff will be focused on in 2024. The board has created a centennial commemoration committee to begin planning the events to celebrate the LOC's 100-year anniversary in 2025. He said the average budget shortfall from the cities who responded to a recent survey said they are anticipating a deficit of almost 12 percent. He said the LOC is looking to hire a consultant to focus on making positive changes to the current property tax system and M5 and M50. The Legislative Committee and a lobbying coalition are working on reforming M110 during the short session.

D. Discussion and Adoption of 2024 Work Plan

President-Elect Bennett provided an update on the retreat that took place in November.

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10:34 am

10:43 am

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10:31 am

10:34 am

Oregon City/County Management Association A State Affiliate of ICMA

It was moved by President-Elect Bennett and seconded by Director Gillham to adopt the 2024 OCCMA Board of Directors Work Plan. There was no discussion and the motion passed unanimously (11-0). [11-Yes (Huff, Bennett, Walsh, Varner, Palmquist, Elder, Vetter, Cotta, Shepard, Gillham, and Mombert); O-No; O-Abstain; 1-(Derickson)].

E. Adopt 2024 Budget

Angela Speier provided an overview of the changes the board requested when they reviewed the proposed budget in November and noted those changes are reflected in the budget before them.

<u>It was moved by Director Elder and seconded by Director Shepard to adopt the 2024 OCCMA Annual</u> <u>Budget. There was no discussion and the motion passed unanimously (11-0). [11-Yes (Huff, Bennett, Walsh,</u> <u>Varner, Palmquist, Elder, Vetter, Cotta, Shepard, Gillham, and Mombert); O-No; O-Abstain; 1-(Derickson)].</u>

F. Senior Advisor Vacancy

It was moved by President-Elect Bennett and seconded by Director Mombert to accept Gary Milliman's resignation as a senior advisor and declare his position vacant. There was no discussion and the motion passed unanimously (11-0). [11-Yes (Huff, Bennett, Walsh, Varner, Palmquist, Elder, Vetter, Cotta, Shepard, Gillham, and Mombert); O-No; O-Abstain; 1-(Derickson)].

President-Elect Bennett said at the retreat the board discussed taking a hard look at the Senior Advisor Program and the number of advisors that are needed to run a sufficient program. It is a good opportunity to reimagine what the program is about, and the Support for Managers Committee will continue to discuss potential changes. In the interim, the cities in Gary's territory can reach out to any of the advisors for assistance.

G. Appointments to LOC Policy Committees

LOC Executive Director Mulvihill explained an updated process for appointing members to LOC policy committees. She said each region now has an assigned seat as well as both the OCCMA and OMA. She is here to see if the board would like to assign an individual to represent OCCMA to serve on one or all committees. The board would like to appoint President Huff to serve on Finance and Taxation Committee and Director Elder to serve on Water and Wastewater Committee.

H. Review Proposed Changes to the LOC Contract for Services

Angela Speier explained the current contract for services with the LOC will expire on June 30 and reviewed the list of proposed changes. Staff included the contract in this packet, so the board has ample time to review it before adopting it at their March or June meeting.

I. Membership Report

Angela Speier provided an update on the 2024 membership drive. The numbers are looking good, but staff will continue to send reminders to individuals who have not renewed. Located in the staff report is also a snapshot of the demographic data that has been collected to date. This data will also be shared with the DEI Committee.

J. 2024 Committee Rosters

The board reviewed the committee rosters.

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10:55 am

11:05 am

11:03 am

11:08 am

10:45 am

10:47 am

OCCMA Board of Directors Meeting 3-29-2024

K. Oregon Latinos in Local Government Update

Director Elder provided an update on the OLLG board meeting and the January Café con Leche.

N. Committee Updates

1. Bylaws

The focus for the Bylaws Committee this year will be reviewing changes proposed by the Ethics Committee regarding Article 11 of the Policy Annex.

2. Communications

Director Varner provided an update on the Communications Committee. He said there will be a newsletter produced in Quarter 1 and the committee had a robust conversation on internal vs. external communications. They decided to focus on internal communications and support OCCMA committees. The committee is also looking at ways to be timelier with communications.

3. DEI

Director Shepard said the primary focus for DEI is providing ideas for sessions at conference and to produce written articles about DEI topics.

4. Ethics

Past President Bennett recused herself from the discussion, because she was on the Fact-Finding Committee.

Director Mombert explained the Ethics Committee received a complaint in May and worked their way through the process described in Article 11 of the Policy Annex. The Ethics Committee is recommending the OCCMA Board of Directors expel Janell Howard from the association.

It was moved by Director Varner and seconded by Director Walsh to expel Janell Howard from OCCMA and issue a public censure for her violation of tenet 3 and 7 of the ICMA Code of Ethics. The public censure will be posted on the OCCMA website and sent to local media outlets following review from LOC legal counsel. The sanctions shall be enacted after the required appeal period. There was no discussion and the motion passed unanimously (9-0). [9-Yes (Huff, Walsh, Varner, Palmquist, Elder, Vetter, Cotta, Shepard, and Mombert); 0-No; 1-Abstain (Bennett); 2-Absent (Derickson and Gillham)].

Director Mombert explained a letter will be mailed to Ms. Howard explaining the board's action. There is a 15-day appeal period before the board can move forward. The committee will plan a meeting in February and March to make recommended changes to Article 11. The board discussed the different approaches to remind members about the Code of Ethics. Staff will work on incorporating language into the welcome email that gets emailed to new and returning members next year. She also asked the Communications Committee to include reminders about the code of ethics in their newsletters and periodically on the listserv.

5. ICMA Liaison

President Huff said he will be attending the quarterly West Coast ICMA calls.

6. Nominating

Past President Derickson will provide an update at the next meeting.

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11:09 am

11:11 am

7. Professional Development

President-Elect Bennett provided an update on the NW Regional Mangers Conference and the Spring Workshop. She explained the benefits of breaking the committee into four subcommittees each focused on a conference and/or workshop.

8. Support for Managers

Director Walsh said the committee met last week and will continue to meet monthly.

9. Northwest Women's Leadership Academy

Director Vetter said the next Steering Committee meeting is in February.

10. Civic Education Committee

Director Mombert said Pau Thang, the PSU Graduate student who has been helping develop additional resources for the toolkit, presented his materials to the committee. After the committee has had the opportunity to provide feedback the materials will be posted online.

11. Scholarship Committee

Director Cotta said the committee will be meeting in February to review any applications that are received to attend the NW Reigonal Managers Conference.

M. Senior Advisor Update

David Clyne provided an update on the Monmouth city manager recruitment and noted the Mid-Willamette Valley COG will be handling the recruitment. Dave Waffle said he has been doing a lot of work with managers in transition. Rob Drake will be taking his first trip to Eastern Oregon and will be attending a regional luncheon in Hermiston and will be meeting with the managers in La Grande and Baker City. Dale Shafer has met with a couple new city managers in her area. Sheila Ritz has been working with Philip Morely on his transition.

N. Other

Mark Shepard provided an update on a lawsuit the city of Corvallis is facing that will potentially have statewide implications.

O. Adjournment

President Huff adjourned the meeting at 11:55 am.

APPROVED by the OCCMA Board of Directors on March 29, 2024.

Respectfully submitted by:

/s/Angela Speier, Project & Affiliates Manager

11:55 am

11:46 am

11:37 am



Budget vs. Actuals: OCCMA CY 2024 - FY24 P&L

January - December 2024

		TOTAL	
	ACTUAL	BUDGET	REMAINING
ncome			
3-4000 Conference Income			
3-4300 Fall Conference			
3-4303 Registration Fall Conference	3,320.20	6,000.00	2,679.80
Total 3-4300 Fall Conference	3,320.20	6,000.00	2,679.80
3-4350 Spring Conference			
3-4351 Spring Conference Registration		3,000.00	3,000.00
Total 3-4350 Spring Conference		3,000.00	3,000.00
3-4400 Summer Conference			
3-4404 Registration Summer Conference		35,000.00	35,000.0
3-4407 Sponsorships	28,000.00	30,000.00	2,000.00
3-4420 Activity Fee		1,000.00	1,000.0
Total 3-4400 Summer Conference	28,000.00	66,000.00	38,000.0
3-4500 NW Regional Conference			
3-4501 NW Regional Conference	43,450.00	50,000.00	6,550.0
3-4505 NW Regional Conf - Sponsorships	22,500.00	10,000.00	-12,500.0
Total 3-4500 NW Regional Conference	65,950.00	60,000.00	-5,950.0
3-4600 NW Women's Academy			
3-4606 NW Women's Leader Summit		14,600.00	14,600.0
Total 3-4600 NW Women's Academy		14,600.00	14,600.0
Total 3-4000 Conference Income	97,270.20	149,600.00	52,329.8
3-4700 General Operations			
3-4001 Dues	49,213.25	43,400.00	-5,813.2
3-4702 Dues Surcharge Scholarship(s)		7,600.00	7,600.0
3-4770 CIS Senior Advisor	2,500.00	2,500.00	0.0
3-4780 ICMA Senior Advisor	819.36	5,000.00	4,180.6
3-4785 Charlie Henry Scholarship		0.00	0.0
Total 3-4700 General Operations	52,532.61	58,500.00	5,967.3
3-9998 Uncategorized Income	70.00	200,000.00	199,930.0
Oregon Latinos in Local Government			
3-4608 OLLG Dues	5,050.00	7,000.00	1,950.0
3-4612 OLLG Event Registration	2,900.00	5,000.00	2,100.0
3-4613 OLLG Event Sponsorships		1,000.00	1,000.0
Total 3-4608 OLLG Dues	7,950.00	13,000.00	5,050.0
Total Oregon Latinos in Local Government	7,950.00	13,000.00	5,050.0
Total Income	\$157,822.81	\$421,100.00	\$263,277.1
GROSS PROFIT	\$157,822.81	\$421,100.00	\$263,277.1
Expenses			

Expenses

3-5100 Conferences

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1/3



Budget vs. Actuals: OCCMA CY 2024 - FY24 P&L

January - December 2024

	TOTAL		
	ACTUAL	BUDGET	REMAINING
3-5330 Fall Conference			
3-5334 Food & Beverage Fall		6,000.00	6,000.00
3-5335 Room Rental Fall		500.00	500.00
3-5339 Speakers Fall	382.50	2,500.00	2,117.50
Total 3-5330 Fall Conference	382.50	9,000.00	8,617.5
3-5360 Spring Workshop			
3-5361 Food & Beverage -Spring		1,500.00	1,500.0
3-5362 Room Rental - Spring		200.00	200.0
3-5364 Speaker(s) - Spring		1,500.00	1,500.0
Total 3-5360 Spring Workshop		3,200.00	3,200.0
3-5440 Summer Conference			
3-5441 Activities Summer		5,000.00	5,000.0
3-5442 Administration Summer		500.00	500.0
3-5443 Audio/Trade Show Summer		6,000.00	6,000.0
3-5444 Food & Beverage Summer		50,000.00	50,000.0
3-5445 Lodging Summer		1,500.00	1,500.0
3-5446 Postage/Printing Summer		600.00	600.0
3-5447 Travel Summer		600.00	600.0
3-5448 LOC Summer Wells/Jordan Sch		3,800.00	3,800.0
3-5450 Speaker Summer		15,000.00	15,000.0
Total 3-5440 Summer Conference		83,000.00	83,000.0
3-5550 NW Regional			
3-5552 NW Administration		5,000.00	5,000.0
3-5553 Venue Rental/AV		3,000.00	3,000.0
3-5554 NW Hotel/Food/Reception		58,000.00	58,000.0
3-5556 NW Postage/Printing		500.00	500.0
3-5557 NW Travel		2,000.00	2,000.0
3-5559 NW Speakers		15,000.00	15,000.0
3-5560 Transportation		3,500.00	3,500.0
Total 3-5550 NW Regional		87,000.00	87,000.0
3-5600 NW Women Academy			
3-5601 LOC Admin Svcs NWWLA		1,442.00	1,442.0
3-5602 Other Administration	160.00	5,550.00	5,390.0
3-5603 A/V & Room Rentals		1,000.00	1,000.0
3-5604 Speaker Fees	1,500.00	1,000.00	-500.0
3-5605 NW Women Food & Beverage	719.42	6,000.00	5,280.5
3-5606 Miscellaneous		1,000.00	1,000.0
Total 3-5600 NW Women Academy	2,379.42	15,992.00	13,612.5
Total 3-5100 Conferences	2,761.92	198,192.00	195,430.08
	-		•

3-5700 Oregon Latino's in Local Government

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Budget vs. Actuals: OCCMA CY 2024 - FY24 P&L

January - December 2024

	ACTUAL	BUDGET	REMAINING
3-5702 Meetings & Events	316.00	5,000.00	4,684.00
3-5703 LOC Admin Services	010100	1,610.00	1,610.00
3-5704 Travel		2,000.00	2,000.00
Total 3-5700 Oregon Latino's in Local Government	316.00	8,610.00	8,294.00
3-6000 Operations Expense			
3 6056 Listerv	244.00	500.00	256.00
3-6001 LOC Services		36,000.00	36,000.00
3-6016 Board Functions	649.83	6,000.00	5,350.17
3-6018 ICMA Membership- Executive		2,000.00	2,000.00
3-6020 Coaching Program		2,850.00	2,850.00
3-6027 Marketing/Supplies		6,000.00	6,000.00
3-6030 Membership		500.00	500.00
3-6033 Miscellaneous		500.00	500.00
3-6034 Miscellaneous Credit Card Exp	783.66	4,000.00	3,216.34
3-6035 Insurance		500.00	500.00
3-6036 National/Committee Travel		8,000.00	8,000.00
3-6039 Newsletter		1,000.00	1,000.00
3-6042 Postage		400.00	400.00
3-6045 Printing, Fax		300.00	300.00
3-6051 Scholarships Charlie Henry		7,600.00	7,600.00
3-6054 Senior Advisor	1,515.00	12,000.00	10,485.00
3-6055 OCCMA Senior Advisor		2,000.00	2,000.00
3-6057 Web Support		2,000.00	2,000.00
3-6059 Sponsorship of Other Organizations		5,000.00	5,000.00
3-6060 Managers In Transition	450.00	2,500.00	2,050.00
3-6061 LOC Association Membership		650.00	650.00
3-6062 Ethics Committee Expenses		1,000.00	1,000.00
Total 3-6000 Operations Expense	3,642.49	101,300.00	97,657.51
Melio Credit card fee	25.46		-25.46
Total Expenses	\$6,745.87	\$308,102.00	\$301,356.13
NET OPERATING INCOME	\$151,076.94	\$112,998.00	\$ -38,078.94
NET INCOME	\$151,076.94	\$112,998.00	\$ -38,078.94

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Transaction List by Vendor

January - February, 2024

DATE	TRANSACTION TYPE	NUM	POSTI	NG MEMO/DESCRIPTION	ACCOUNT	AMOUN
Canopy						
01/10/2024	Bill Payment (Check)		Yes	Admin Fee for MIT Counseling Services	3-1001 Checking	-150.00
01/29/2024	Bill Payment (Check)		Yes	·	3-1001 Checking	-150.00
02/07/2024	Bill Payment (Check)		Yes		3-1001 Checking	-150.00
Dave Waffle				Conies Advisor Deirekunsensent		
01/08/2024	Bill Payment (Check)		Yes	Senior Advisor Reimbursement	3-1001 Checking	-244.97
Foster Garvey	,					
01/29/2024	Bill Payment (Check)		Yes	Foll Workshop Speaker	3-1001 Checking	-266.25
01/29/2024	Bill Payment (Check)		Yes	Fall Workshop Speaker	3-1001 Checking	-1,546.43
01/20/2021	Din r dymont (Onook)		100		e reer chooking	1,010.10
Kelly Hart						
				Reimbursement for NWWLA		
02/12/2024	Bill Payment (Check)		Yes	Food and Beverage on 2/2	3-1001 Checking	-87.82
				Staff credit card charges: OLLG Website, LOC		
LOC				Annual Conference Hotels, Retreat, and		
01/29/2024	Bill Payment (Check)		Yes	listserv	3-1001 Checking	-3,217.04
Melio						
01/01/2024	Bill Payment (Check)	143359	Yes		3-1001 Checking	-1.50
01/01/2024	Bill Payment (Check)	143360	Yes	Check Fees	3-1001 Checking	-1.50
01/01/2024	Bill Payment (Check)	143361	Yes		3-1001 Checking	-1.50
01/01/2024	Bill Payment (Check)	143362	Yes		3-1001 Checking	-1.50
01/01/2024	Bill Payment (Check)	143363	Yes		3-1001 Checking	-1.50
01/31/2024	Bill Payment (Check)	143364	Yes		3-1001 Checking	-1.50
01/31/2024	Bill Payment (Check)	143365	Yes		3-1001 Checking	-1.50
01/31/2024	Bill Payment (Check)	143366	Yes		3-1001 Checking	-1.50
01/31/2024	Bill Payment (Check)	143367	Yes		3-1001 Checking	-1.50
01/31/2024	Bill Payment (Check)	143368	Yes		3-1001 Checking	-1.50
02/01/2024	Bill Payment (Check)	143369	Yes		3-1001 Checking	-1.50
02/01/2024	Bill Payment (Check)	143370	Yes		3-1001 Checking	-1.50
02/01/2024	Bill Payment (Check)	143371	Yes		3-1001 Checking	-1.50
	, ,				0	
Philomath				Refund Starner OCCMA membership		
01/29/2024	Bill Payment (Check)		Yes	comes free with NWWLA Cohort	3-1001 Checking	-245.92
Richard Meye				Senior Advisor Doimhursomant		
01/08/2024	Bill Payment (Check)		Yes	Senior Advisor Reimbursement	3-1001 Checking	-107.42

Rob Drake



Transaction List by Vendor

January - February, 2024

DATE	TRANSACTION TYPE	NUM	POSTING	MEMO/DESCRIPTION	ACCOUNT	AMOUNT
01/18/2024	Bill Payment (Check)		Yes	Senior Advisor Reimbursement	3-1001 Checking	-214.68
Sheila Ritz				Senior Advisor Reimbursement		
01/08/2024	Bill Payment (Check)	Ye	Yes		3-1001 Checking	-202.25
SWW Consult	ing		,	Additional SDI Assessment for NWWLA		
02/20/2024	Bill Payment (Check)		Yes		3-1001 Checking	-160.00





A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Summary of Contracts Executed on Behalf of OCCMA

Staff entered into a contract with the Hampton Inn & Suites for overflow hotel rooms if needed for the OCCMA Summer Conference.

Attachment:

1. Group Hotel Rate with Hampton Inn & Suites – Hood River

Attachment 1

Group Sales Agreement Hampton Inn & Suites - Hood River

1 Nichols Parkway, Hood River, OR 97031 Phone: 541 436-1608 Fax: 541 436-1650 sschneider@meretehotels.com



Group Name: OCCMA Conference Group Contact: Brie Ligammari Address: Dates: June 24-28, 2024 Phone: 503-798-7732 Email: bligammari@orcities.org

Group Room Reservation Arrangements

ROOM TYPE	RATE	6/24/24	6/25/24	6/26/24	6/27/24	6/28/24
		Monday	Tuesday	Wednesday	Thursday	Friday
Run of House Guestroom	\$249	10	10	10	10	C/0
Total Rooms/Nights						40

Rates are subject to current taxes at time of stay

METHOD OF RESERVATIONS

CHECK ONE: <u>Reservations will be made:</u>

 \boxtimes Directly by the attendee via the Internet/Phone **<u>OR</u>** \square Rooming list

 \boxtimes Hotel to provide a group booking link

Guest can make reservations by calling the hotel directly at 541-436-1600 and requesting the **OCCMA Conference** group block. Individuals may cancel their guestroom up until 48 hours prior to arrival. Should any individual cancel within the 48 hours of arrival they will charged one night at the group rate of **\$249** plus tax per room cancelled.

GUARANTEED RESERVATIONS

CHECK ONE: Room and tax will be:
□ paid by individuals <u>OR</u> □ charged to Group's Master Account
CHECK ONE: Incidentals will be
□ paid by individuals <u>OR</u> □ charged to Group's Master Account

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by the client. Hotel will not hold any reservations unless secured by one of the above methods. Individual reservations are subject to Hotel's 48 hour cancelation policy.

CUTOFF DATE

Reservations by attendees must be received on or before **6/10/2024**. (The "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the group rate after this date. Release of rooms for general sale following the Cutoff Date does not affect the client's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

ADDITIONAL INFORMATION & POLICIES

Check-in/Check-out:

Check-in time is **4:00PM**, Pacific Time. Guests arriving prior to this time will be accommodated on a space available basis. Check-out time is **11:00AM**, Pacific Time. Late check-out requests will be taken on a space available basis. (Additional charges may apply).

Guest Parking:

On-site parking is available at no charge.

Breakfast:

A hot buffet breakfast is included complimentary with each guestroom every morning. Weekday: 6am – 10am Weekend: 6am – 10am

PERFORMANCE & CANCELLATION

CANCELLATION

OCCMA Conference agrees to provide Hotel with written notice of any decision to cancel its use of the total room nights and/or catering commitments. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to us as liquidated damages in the event of a cancellation. The anticipated revenue is based on the performance block listed above. The estimated anticipated revenue is **\$9,960.00**:

Notification of Cancellation Prior to Arrival:

0 days to 30 days prior to the arrival date: 50% of anticipated room revenue: \$4,980.00

The group will only be held liable for a maximum of \$4,980.00 if the event were to cancel completely. The 10 rooms per day is what is held and does not have attrition attached. If all 10 rooms do not pick up, there is no penalty for not doing so.

Individuals who are booking/paying on their own will be responsible for any cancellation fees associated with their reservation. This cancellation fee is only charged if the individual cancels within 48 hours of their arrival date.

IMPOSSIBILITY

If a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, or any of the following which affect the destination and prevent the attendance of at least sixty-five percent (65%) of the anticipated attendees from attending the Event: (a) a Travel Advisory issued by the U.S. Department of State (or comparable advisory issued by a similar agency in the host country); (b) a Travel Notice issued by the Center for Disease Control (or comparable notice issued by a similar agency in the host country); (c) similar guidance issued by the World Health Organization; (d) an officially-declared state of emergency; (e) curtailment of transportation facilities; or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence.

ACCEPTANCE

Please sign and return contract no later than **3/8/2024**. Please note that if written acceptance is not received by this date, your space and/or guestroom holds may be automatically released or no longer protected from prior sale.

Hotel Representative

Client Representative

Sarah Schneider	<u>Printed: Gabrielle Ligammari (Br</u> ie)
Sales Manager	
Date:	Date: 03/13/2024
Signature	Signature HR





A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, LOC Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Ron LeBlanc – Retired City Manager Membership

Ron LeBlanc has applied for retired membership in OCCMA. Article 4, Section 6 of the OCCMA Bylaws states that an individual who was not previously a member of OCCMA but who now resides in Oregon and has had a career in local government that would have made them eligible as an active member in OCCMA may become a retired member upon approval of the majority of the Board. Mr. LeBlanc is an ICMA Life Member and has worked in several cities and states, including Springfield, Oregon in the late 1980's. Staff does not have the ability to look at memberships that far back, so it is coming to the board for approval. Mr. LeBlanc retired to Canby, Oregon and is looking to engage with the OCCMA.

Attachments:

- 1. Letter of interest
- 2. ICMA Life Member Status

Recommended Motion

I move to approve Ron LeBlanc's OCCMA application for retired membership.

Attachment 1

FROM THE DESK OF

Ron LeBlanc

February 9, 2024

Dan Huff City Manager City of Molalla

RE: Retired Member Request

Dear Dan,

This letter is addressed to you as President of Oregon City County Management Association (OCCMA) for consideration by the Board. It is my desire to become a retired member of OCCMA as provided in the By-laws.

There are two pathways to become a retired member:

Section 6. RETIRED MEMBERS: Any person who was previously an active member and has qualified for benefits under a local government retirement plan shall be eligible for retired membership by providing written notice to the Secretary-Treasurer and payment of the membership fee, if any, for the current year. Retired members shall hold no office or vote.

An individual who was not previously a member of OCCMA but who now resides in Oregon and has had a career in local government management that would have made them eligible as an active member in OCCMA may become a retired member upon approval of the majority of the Board.

It appears that I would be eligible under both situations. First, I was a member of OCCMA from 1986 to 1989 when I was City Manager of

Springfield OR. I am an ICMA Life Member who has earned retirement income from several cities in 3 different states. Since I do not know who is Secretary-Treasurer currently (and there may be a new person in that role with the change of leadership on the Board), I would ask that this request be forwarded to her/him.

Second, should my previous membership not be recognized (because it was before most of your current members were born), then I would respectfully request that I qualify as a retired local government professional currently residing in Oregon. This path to membership would require approval of the majority of the Board. Hence, this letter could be presented to the Board at their March 24 meeting.

Thank you for your time and attention. Regardless of the outcome, I would hope to meet some of the nearby city managers in the future. Our new home is in Canby.

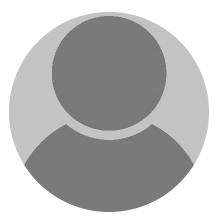
Sincerely,

Ron LeBlanc

Ron LeBlanc

Attachment 2

Back To Results (DynamicPage.aspx?webcode=BnelcmaWhosWhoResult&Site=icmares)



ICMA Life

CONTACTS

Email

ronleblanc1017@gmail.com (mailto:ronleblanc1017@gmail.com)

Phone (970) 799-4007

Fax

Follow Me



Mr. Ronald (Ron) LeBlanc, MPA

ronleblanc1017@gmail.com (mailto:ronleblanc1017@gmail.com) (970) 799-4007

ICMA MEMBER SINCE 1980

Durango, CO

Groton, CT

January 2008 - October 2019

November 1992 - September 2002

TOWN MANAGER

CITY MANAGER

October 1986 - January 1989

June 1980 - December 1983

ASSISTANT TO THE CITY

Springfield, OR

MANAGER

Arvada, CO

INTERN

Longmont, CO

May 1979 - June 1979

Past

SPECIAL PROJECTS MANAGER CITY MANAGER

City of Aspen, CO December 2019 - April 2022

CITY ADMINISTRATOR

Ketchum, ID September 2002 - January 2008

CITY MANAGER

Olathe, KS January 1989 - January 1992

DEPUTY CITY MANAGER Arvada, CO December 1983 - October 1986

ADMINISTRATIVE INTERN Arvada, CO June 1979 - June 1980

EDUCATION

UNIVERSITY OF COLORADO MASTERS PUBLIC ADMINISTRATION 1900

RECOGNITION

40 YEAR SERVICE AWARD 2019

BOSTON COLLEGE BACHELORS POLITICAL SCIENCE 1900

35 YEAR SERVICE AWARD 2015

30 YEAR SERVICE AWARD OCCMA Board of Directors Meeting 3-29-2024

25 YEAR SERVICE AWARD 18 of 56

2010

20 YEAR SERVICE AWARD 2000

COMMITTEES

ARPA COORDINATORS NETWORK Member 2021 - Present

MOUNTAIN PLAINS REGIONAL COLORADO CITY/COUNTY NOMINATING COMMITTEE Member 2018 - 2018

PERFORMANCE **MEASUREMENT - CHIEF** ADMINISTRATIVE OFFICER Member 2011 - 2013

IDAHO CITY/COUNTY MANAGEMENT ASSOCIATION Board Member 2005 - 2006

CONNECTICUT TOWN AND **CITY MANAGEMENT** ASSOCIATION Board Member 1999 - 2000

CONFERENCE EDUCATION COMMITTEE (FORMERLY CONFERENCE PLANNING) Member 1997 - 1998

GOVERNMENTAL AFFAIRS & POLICY COMMITTEE Member 1995 - 1997

10 YEAR SERVICE AWARD 1989

2005

BASE REUSE CONSORTIUM Member 1998 - Present

COLORADO CITY/COUNTY MANAGEMENT ASSOCIATION President 2018 - 2019

MANAGEMENT ASSOCIATION President Elect 2017 - 2018

CENTER FOR PERFORMANCE MEASUREMENT Member 2011 - 2013

IDAHO CITY/COUNTY MANAGEMENT ASSOCIATION President 2006 - 2007

GOVERNMENTAL AFFAIRS & POLICY COMMITTEE Member 2003 - 2004

CONNECTICUT TOWN AND **CITY MANAGEMENT** ASSOCIATION President 1998 - 1999

CONNECTICUT TOWN AND **CITY MANAGEMENT** ASSOCIATION Board Member 1996 - 1997

SPORTS CONSORTIUM Member 1995 - 1996

CONNECTICUT TOWN AND **CITY MANAGEMENT** ASSOCIATION Board Member 1995 - 1995

CONFERENCE EVALUATION COMMITTEE Member 1987 - 1988

EVENTS AND PROGRAMS

2021 ICMA ANNUAL CONFERENCE: RESTART 2021 2018 MOUNTAIN PLAINS REGIONAL CONFERENCE 2018

2015 ICMA 101ST ANNUAL CONFERENCE 2015

TOPIC INTERESTS

Brownfields	Community Planning
Economic Development	Equity & Inclusion
Ethics	Finance & Budgeting
Fire & EMS	Leadership
Management	Parks & Recreation
Performance Management	Police
Public Safety	Public Works
Smart Communities	Transportation

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ICMA Ethics Review Process

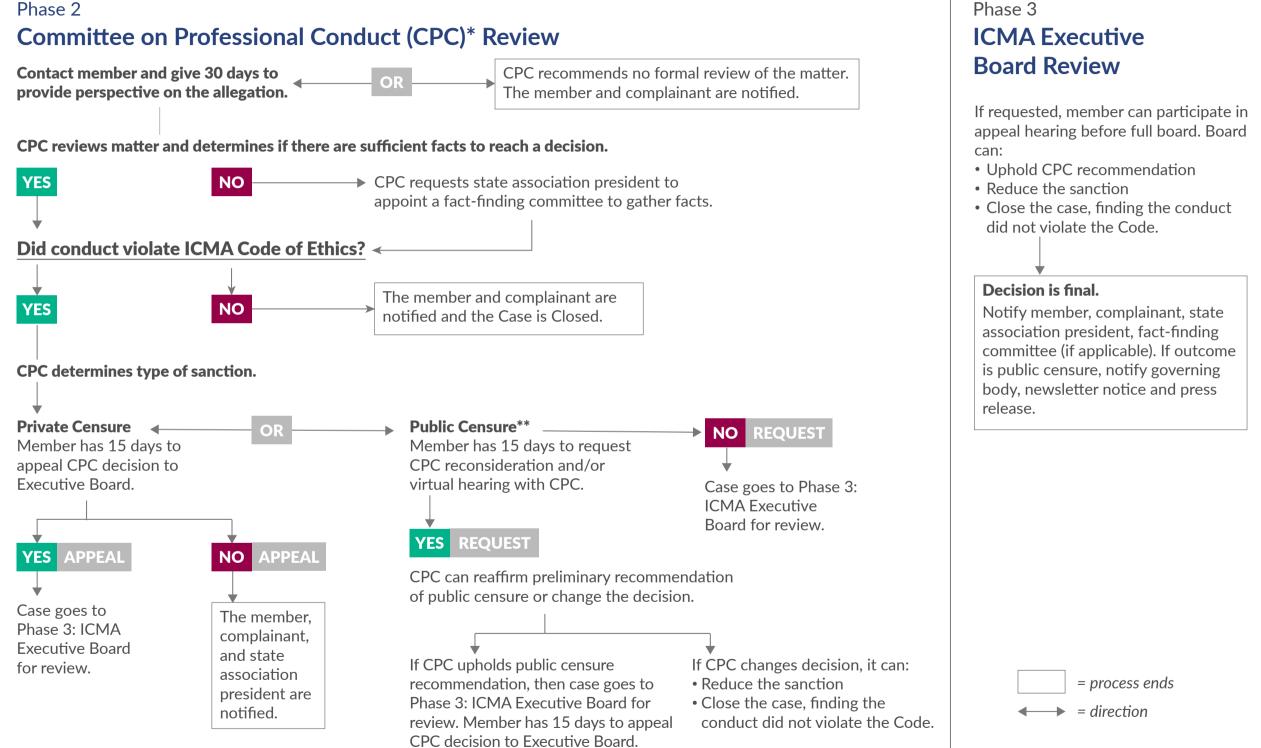
Phase 1 **Complaint Submission**

Complaint reviewed by staff based on the Rules of Procedure criteria:

- 1. Did the complainant provide sufficient documentation to support the allegation(s)?
- 2. If the allegation(s) were proven true, would it violate the Code of Ethics?

Note: Not all complaints go through all three phases.

Phase 2



*CPC: A standing committee of up to six members of the ICMA Executive Board.

**Additional sanctions to public censure include credential revocation, membership suspension, membership bar, and membership expulsion.





A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Approve Contract with the League of Oregon Cities

The OCCMA currently contracts with the League of Oregon Cities (LOC) to provide a variety of services for the association. The current contract for services expires on June 30, 2024. The board reviewed the proposed changes to the contract during the January 26 meeting and no revisions were requested. Attached to this staff report is the redline changes to the current contract and a clean version of the proposed contract for services expiring on December 31, 2027.

Attachments:

- 1. Redline changes to current contract with the LOC
- 2. Clean Copy of Contract for Services with the LOC

Recommended Motion

I move to approve the contract for services with the League of Oregon Cities expiring on December 31, 2027 and authorize President Dan Huff to sign the contract.

Attachment 1

CONTRACT FOR SERVICES

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Oregon City/County Management Association (OCCMA), an unincorporated association of general-purpose local government or council of governments, managers, and assistants in the State of Oregon; and the League of Oregon Cities (LOC), a consolidated department of Oregon cities.

RECITALS

WHEREAS, OCCMA is an unincorporated association of general purpose local government or council of governments, managers, and assistants in the State of Oregon which serves to: support professional management in local government; promote the exchange of information between members; offer personal support to members; sustain the functions, principles and goals of the International City/County Management Association; and to provide any other service approved by the OCCMA Board of Directors;

WHEREAS, LOC is a consolidated department of Oregon cities created under ORS Chapter 190 which has the ability and capacity to provide services for organizations such as the OCCMA;

WHEREAS, on ______, the OCCMA Board approved entering into an agreement with the LOC whereby the LOC shall provide services as described herein to OCCMA; and

WHERES, the Executive Director of the LOC has been granted authority by LOC's Board of Directors to enter into contracts on behalf of the LOC.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Scope of Services. The LOC agrees to provide the following services to the OCCMA, which shall obtain such services solely from the LOC during the term of this Contract.

Section 1.1. Financial Services.

- 1.1.1 Maintain the OCCMA's financial records in accordance with the practices and procedures set out by the OCCMA and its audit committee, provided the accounting software used by the OCCMA shall be the same software the LOC uses to maintain its own financial records.
- 1.1.2 Assist as necessary the OCCMA's audit committee in the preparation of the annual financial statements.

- 1.1.3 Provide financial statements and provide a report to the OCCMA at Board meetings and at other <u>reasonable</u> times as requested.
- 1.1.4 Manage the OCCMA's accounts payable in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.5 Manager the OCCMA's accounts receivable in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.6 Assist the OCCMA Secretary-Treasurer in preparing and filing required tax forms.
- 1.1.7 Develop a proposed annual budget in consultation with the OCCMA President-Elect for approval and adoption by the OCCMA Board of Directors.
- 1.1.8 Attend OCCMA Board meetings to assist the OCCMA Secretary-Treasurer in presenting financial information to the rest of the OCCMA Board of Directors.

Section 1.2. OCCMA Board and Membership Meetings. The parties agree that the LOC will provide staff support, with the type of support being provided specifically described below, to no more than seven meetings of the OCCMA Board of Directors per calendar year of this contract, and no more than one membership meeting per calendar year of this contract.

- 1.2.1 Prepare agenda and written materials.
- 1.2.2 Prepare and submit minutes of each meeting.
- 1.2.3 Provide logistical support during meetings.
- 1.2.4 Post notices for all Board and membership meetings.

<u>Section 1.3.</u> Conferences and Workshops. The parties agree that both will play a role in the creation and production of <u>no more than one</u> OCCMA-sponsored conference (which will not exceed three days in duration), and no more than two OCCMA-sponsored workshops (both of which will not exceed four hours in duration) per calendar year during the duration of this contract. The OCCMA will be responsible for all costs associated with the below services. LOC shall not enter into or sign any contractual agreement for conference facility rental, catering, AV/WIFI rental, or hotel room rate guarantees until the same has been approved by the OCCMA Board of Directors; however, if an OCCMA-sponsored workshop is held in conjunction with an LOC event,

the LOC retains the exclusive right to sign any contractual agreement for the facility hosting the LOC conference and associated OCCMA workshop, including costs such as facility rental, catering, AV/WIFI rental, and hotel room guarantees. The LOC will be responsible for providing the following work.

- 1.3.1 Manage the conference <u>and workshop</u> budgets as developed by the OCCMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of each conference.
- 1.3.2 Handle all funds and management expenses related to the conferences and workshops.
- 1.3.3 Set up conference <u>and workshop</u> registration by using an existing LOC system.
- 1.3.4 Submit invitations to conferences<u>and workshops</u> to OCCMA members.
- 1.3.5 Track conference <u>and workshop</u> registrations.
- 1.3.6 Securely process registration funds for conferences <u>and workshops</u>, including accounting for merchant and interchange fees (credit card, etc.).
- 1.3.7 Send registration confirmations, email follow-ups, etc.
- 1.3.8 Source appropriate meeting and function space including venue negotiations and contract execution.
- 1.3.9 Hotel room negotiations and contract execution (if different from venue).
- 1.3.10 Catering contract execution (if different from venue).
- 1.3.11 Provide logistical support to the OCCMA professional development committee.
- 1.3.12 Process speaker registrations and ensure all speakers are registered.
- 1.3.13 Greet and manage speakers at conferences and workshops.
- 1.3.14 Coordinate, record, and provide archiving service for speaker presentations.
- 1.3.15 Coordinate conference and workshop publications (print or electronic).
- 1.3.16 Manage on-site setup of conferences and workshops.

- 1.3.17 Negotiate contracts for AV and WIFI.
- 1.3.18 Serve as on-side liaison with AV and technical suppliers.
- 1.3.19 Negotiate and obtain liability insurance.
- 1.3.20 Track and coordinate conference and workshop sponsorships.
- 1.3.21 Track and coordinate conference and workshop scholarships.

1.3.22 Generate certificates of attendance for LGMC purposes.

1.3.223 Administer and collect results from satisfaction surveys.

1.4. Newsletter.

- 1.4.1 Provide coordination, graphic design, and production support for OCCMA's quarterly newsletters.
- 1.5. Database, Listserv, and Website.
 - 1.5.1 Maintain the OCCMA membership database and publish a membership directory in an electronic format.
 - 1.5.2 Host and maintain the OCCMA listserv.
 - 1.5.3 Maintain the OCCMA website.

1.6. Membership Support.

1.6.1 Coordinate annual membership drive.

1.6.2 Coordinate and assist with OCCMA committees.

- 1.6.3 Coordinate the Senior Advisor Program.
- 1.6.4 Coordinate with the International City/County Management Association.

1.7. OCCMA Committees and Affiliates. The parties agree that the LOC will provide staff support, with the type of support being provided specifically described below, to the following OCCMA Committees and Affiliates. Both parties acknowledge that the LOC will not provide support to any Committee or Affiliate not specifically identified in this Section 1.7, nor will it provide support to any subcommittee of an identified Committee within this Section 1.7.

1.7.1 Committees and Affiliates Covered by This Contract.

<u>1.7.1.1.</u>	Bylaws Committee (note, it is the intent of both parties that the Bylaws Committee will be convened no more than once every three years – if the committee is convened more than once every three years, the LOC reserves the right to decline providing service, of any kind, to this committee. The committee was last convened in calendar year 2023, it is the parties agreed upon understanding that the committee is not expected to be convened again until 2026).
1.7.1.2.	Communications Committee.
1.7.1.3.	DEI Committee.
1.7.1.4.	Ethics Committee.
1.7.1.5.	Nominating Committee.
1.7.1.6.	Professional Development Committee.
1.7.1.7.	Support for Managers Committee.
1.7.1.8.	Northwest Women's Leadership Academy.
1.7.1.9.	Veterans Committee.
1.7.1.10.	Civic Education Committee.
1.7.1.11.	Scholarship Committee.
1.7.1.12.	Oregon Latinos in Local Government.

1.7.2. Services Provided to Northwest Women's Leadership Academy. <u>1.7.</u> Northwest Women's Leadership Academy. LOC agrees to provide the following services specifically related to supporting the Northwest Women's Leadership Academy (NWWLA).

1.7.2.1.1 Maintain the financial records, provide quarterly financial statements, and manage accounts payable/receivable related to the NWWLA, provided that the financial records, statements, and accounts payable/receivable will be done in a system and through a process that works within the LOC's own financial accounting software and processes.

1.7.2.2. Provide recruitment support, as agreed to after collaborating with the NWWLA Chair, for the NWWLA. This may include, but not inherently be limited to: collecting applications; providing

application materials to selection sub-committee for review; and, communicating with applicants on selection decisions.

1.7.<u>2.2</u>. Provide marketing support, as agreed to after collaborating with the NWWLA Marketing/Communications Sub-Committee, for the NWWLA. This may include, but not inherently be limited to: updating website content and managing the NWWLA contact database.

1.7.2.34. Provide administrative support, in consultation and collaboration with the NWWLA Chair, and/or Sub-Committee Chairs, to coordinate planning calls for steering committee and session planning committee meetings. This may include, but not inherently be limited to: creating meeting agendas; recording and distributing meeting minutes; and, filing appropriately. To not exceed 12 leadership team meetings per year and three steering committee meetings per year.

1.7.<u>2.45.</u> Provide needed support for any virtual programming, including use of LOC's Zoom accounts, should the NWWLA not be able to host in-person events.

1.7.3. Services Provided to the Oregon Latinos in Local Government. LOC agrees to provide the following services specifically related to supporting the Oregon Latinos in Local Government (OLLG).

provided that to payable/receiv	Maintain the financial records, provide quarterly financial d manage accounts payable/receivable related to the OLLG the financial records, statements, and accounts vable will be done in a system and through a process that the LOC's own financial accounting software and processes.
1.7.3.2.	Assist the OLLG in the development of an annual budget.
<u>1.7.3.3</u> .	Prepare agenda, notices, and minutes for no more than one virtual OLLG Board of Directors per month.
<u>1.7.3.4</u> .	Prepare agenda, notice, and minutes for no more than one OLLG annual membership meeting per calendar year.
<u>1.7.3.5</u>	Assist the OLLG with newsletter articles, website management, new member notifications, and other publications.
<u>1.7.3.65</u> .	Assist the OLLG with an annual membership drive to take place in December of each calendar year. The OLLG is responsible for developing the needed membership application forms and invitation letters, while the LOC is

responsible for distributing the forms and processing the membership applications.

- 1.7.3.76.Provide registration support for no more than two OLLG
annual in-person or virtual events per calendar year; LOC
retains the sole discretion as to whether it can or will
provide additional support (including assisting with
securing venues, speakers, food, etc.). OLLG is responsible
for any costs associated with such events, including credit
card fees incurred by the LOC in handling the registrations
for the events.
- 1.7.3.87.Provide assistance with no more than six Café Con Leche
events per calendar year. Assistance is limited to
advertising the events and accepting registrations for the
events; the LOC retains the sole discretion as to whether it
can or will provide additional support (including assisting
with securing speakers).
- 1.7.4. Services Provided to Ethics Committee. LOC agrees to provide the Ethics Committee the same services it provides to other committees, as described in Section 1.7.5, and the following legal services.
 - 1.7.4.1.The legal services provided will be related solely to
assisting the Ethics Committee, and the OCCMA Board of
Directors, interpret, administer, and enforce Article 11,
Code of Ethics of the OCCMA Bylaws.
 - 1.7.4.2.Prior to the provision of any legal services, OCCMA, or itsEthics Committee shall identify one point of contact to
work directly with the LOC assigned attorney.
 - 1.7.4.3.
 LOC's General Counsel will assign an LOC attorney based

 solely on the General Counsel's discretion to provide legal

 services.
 - 1.7.4.4.Legal services provided under this addendum will be billed
at a rate of \$50.00 per hour and in 15-minute increments.
This fee is in addition to any other fees described in this
Contract and agreed to by the Parties.
 - 1.7.4.5.OCCMA will be billed monthly for all charges incurredwith payment due within 30 days of the invoice being
issued.

1.7.4.6.No work related to Article 11, Code of Ethics and the scope
of services under this addendum shall be done by any other
LOC staff member other than the assigned attorney(s).Prohibited work from other LOC staff includes but is not
limited to gathering facts, securing documents, or attending
meetings of any fact-finding committee.

1.7.5. Services Provided to All Other Committees. LOC agrees to provide the following services to all other committees of the OCCMA, those not specifically identified in Section 1.7.2 (NWWLA), 1.7.3 (OLLG), and/or 1.7.4 (Ethics Committee).

- 1.7.4.1.Provide logistical and staff support for no more than one
virtual meeting per month, for each committee.
- 1.7.4.2.Prepare agenda, notices, and written materials, and minutes
for each virtual meeting staffed by the LOC.
- 1.8. <u>1.8.</u> Northwest Regional Managers Conferences. The parties agree that when it is Oregon's year to host a Northwest Regional Managers Conference (provided Oregon hosts no more than once every two year as the terms described below only bind LOC for one conference every two years<u>one Northwest Regional Managers</u> Conference every two calendar years), both the OCCMA and the LOC will play a role in the creation and production of said conference.
 - 1.8.1. OCCMA will be responsible for all costs associated with the below services. LOC shall not enter into or sign any contractual agreement for conference facility rental, catering, AV/WIFI rental, hotel room rate guarantees, or liability insurance until the same has been approved by the OCCMA Board of Directors. LOC will be responsible for providing the following work.

1.8.1.1. — Manage the conference budgets as developed by the OCCMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of the conference.

1.8.<u>1.2.</u>—Handle all funds and management expenses related to the conference.

1.8.<u>1.3.</u> Set up conference registration by using an existing LOC system.

1.8.<u>1.4.</u> Submit invitations to the conference to the OCCMA membership via the website and/or listserv and/or quarterly newsletter and

work with the Washington City/County Management Association staff to distribute invitations to their members.

<u>1.8.1.5.</u> Track conference registrations.

1.8.<u>1.6.</u> Securely process registration funds for the conference, including accounting for merchant and interchange fees (credit card, etc.).

<u>1.8.1.7.</u> Send registration confirmations, email follow-ups, etc.

1.8.<u>1.8.</u> Source appropriate meeting and function space including venue negotiations and contract execution.

1.8.<u>1.9.</u> Hotel room negotiations and contract execution (if different from venue).

1.8.<u>1.10.</u> Catering negotiations and contract execution (if different from venue).

1.8.<u>1.11.</u> Provide logistical support to the OCCMA professional development committee.

1.8.<u>1.</u>12. Process speaker registrations and ensure all speakers are registered.

1.8.1.13. Greet and manage speakers at the conference.

1.8.<u>1.</u>14. Coordinate, record, and provide archiving service for speaker presentations.

- <u>1.8.1.15.</u> Coordinate conference publications (print or electronic).
- 1.8.<u>1.</u>16. Manage on-site setup of the conference.
- 1.8.<u>1.17.</u> AV and WIFI negotiations and contract execution.
- <u>1.8.1.18.</u> Serve as on-site liaison with AV and technical suppliers.
- <u>1.8.1.19.</u> Negotiate and obtain liability insurance.
- <u>1.8.1.20.</u> Track and coordinate conference sponsorships.
- <u>1.8.1.21</u>. Track and coordinate conference scholarships.

<u>1.8.1.22</u>. Generate certificates of attendance for LGMC purposes.

- <u>1.8.1.23.</u> Administer and collect results from satisfaction surveys.
- 1.8.2. For each Northwest Regional Managers Conference the LOC assists the OCCMA in hosting, in addition to the costs the OCCMA has agreed to pay in Section 1.8.1., the OCCMA also agrees to compensate the LOC an additional \$12,000 flat fee, the purpose of which is to cover the additional time expended on behalf of the OCCMA by LOC personnel. The additional \$12,000 flat fee will be billed to the OCCMA within 30 days of the relevant conference having concluded.

Section 2. Payment for Services. The OCCMA agrees to pay the LOC as follows.

Section 2.1. Services Described in Sections 1.1 - 1.6. The OCCMA agrees to pay the LOC a flat fee of Twenty-Five Thousand Dollars (\$25,000.00) for each year of the Contract with a 3% adjustment each year for the services described in Sections 1.1 - 1.6 of this Contract. the following flat fees for the services described herein (Note: the fees described in this section are in addition the special fees specifically described in Sections 1.7.4 and 1.8).

- 2.1.1. For the contract period beginning on July 1, 2024 and ending on December 31, 2024, the OCCMA shall pay the LOC a flat fee of \$21,750.
- 2.1.2. For the contract period beginning on January 1, 2025 and ending on December 31, 2025, the OCCMA shall pay the LOC a flat fee of \$44,805.
- 2.1.3. For the contract period beginning on January 1, 2026 and ending on December 31, 2026, the OCCMA shall pay the LOC a flat fee of \$46,149.
- 2.1.4. For the contract period beginning on January 1, 2027 and ending on December 31, 2027, the OCCMA shall pay the LOC a flat fee of \$47,533.
- 2.1.51 The fee shall be paid annually to cover the cost of personnel expenses incurred by the LOC in providing services to the OCCMA.
- 2.1.<u>6</u>2 Payment shall be made monthly, with 1/12 of the total annual amount due paid by the 15th of each month subject to this Contract.annually, will the amount due no later than March 1.

<u>Section 2.2.</u> Services Described in Section 1.7. The OCCMA agrees to pay the LOC a flat fee of Two Thousand Five Hundred Dollars (\$2,500.00) for each year of the Contract with a 3% adjustment each year for the services described in Section 1.7 of this Contract.

2.2.1 The fee shall be paid annually to cover the cost of personnel expenses incurred by the LOC in providing services to the NWWLA.

- 2.2.2 Payment shall be made monthly, with 1/12 of the total amount due paid by the 15th of each month subject to this Contract.
- 2.2.3 If a LOC staff person is required to spend more than 15 hours working on an in-person NWWLA event, and for any hour a LOC staff person is required to attend a NWWLA event, the OCCMA, on behalf of the NWWLA, will reimburse the LOC at a rate of thirty dollars (\$30.00) per hour for each hour worked.

<u>Section 2.3.</u> Services Described in Section 1.8. The OCCMA agrees to pay the LOC a flat fee of Five Thousand Dollars (\$5,000.00) for any year covered by this Contract wherein the state of Oregon is the host for the Northwest Regional Manager's Conference (again, noting that the LOC only agrees to provide services under this Contract for one such conference very two years). The fee, if applicable during any given year, shall be paid by June 30 to cover the cost of personnel expenses incurred by the LOC in providing services to the OCCMA under Section 1.8.

<u>Section 2.4. Hard Costs</u>. In addition to the annual fees described in Sections 2.1, 2.2, 2.3, the OCCMA shall be financially responsible for the following.

- 2.4.1 Hard costs associated with conferences <u>and workshops</u> including but not limited to: facility rental, catering, equipment rental, and liability insurance.
- 2.4.2 Any paper copies made by the LOC shall be billed to the OCCMA at a rate of 10 cents per page.
- 2.4.23 Any postage paid by LOC on behalf of the OCCMA shall be billed to the OCCMA at the actual cost incurred.
- 2.4.<u>34</u> Any printing costs paid by the LOC on behalf of the OCCMA shall be billed to the OCCMA at the actual cost incurred.
- 2.4.45 Any travel expenses incurred by the LOC administrative support person who is requested to attend an OCCMA conference Projects and Affiliates Manager and Conference Coordinator when attending any in person OCCMA conferences and workshops, including events associated with the NWWLA, OLLG, and Northwest Regional Managers Conference, shall be billed to the OCCMA for the following:
 - 2.4.<u>45</u>.1 Reimbursement for mileage at the current federal Internal Revenue Service rate;
 - 2.4.<u>4</u>5.2 Hotel expenditure; and

- 2.4.<u>4</u>5.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.
- 2.4.6 Any travel expenses incurred by an LOC administrative support person who is requested to attend an NWWLA conference in person shall be billed to the OCCMA for the following:
 - 2.4.6.1 Reimbursement for mileage at the current federal Internal Revenue Service rate;
 - 2.4.6.2 Hotel expenditure; and
 - 2.4.6.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.
 - 2.4.6.4 Expenses incurred under Sections 2.4.6.1 2.4.6.3 have to be preapproved by the NWWLA Chair in order for the OCCMA to be required to pay said expenses.
- 2.4.7 Any travel expenses incurred by no more than four LOC administrative support persons who are requested to attend a Northwest Regional Managers Conference in person shall be billed to the OCCMA for services outlined below. In no instance shall the OCCMA be expected to pay the travel expense incurred by the LOC's Executive Director.
 - 2.4.7.1 Reimbursement for mileage at the current federal Internal Revenue Service rate.
 - 2.4.7.2 Hotel expenditure; and
 - 2.4.7.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.

Section 2.5. Work Not Described in Contract. In the event the OCCMA requests and authorizes work by LOC staff not identified in Sections 1.1 - 1.8, and the LOC's Executive Director or Member Engagement Director to provide such work to the OCCMA. The OCCMA shall reimburse the LOC for such staff time at a rate that will reimburse the LOC at an hourly rate that captures the annual total cost of compensation for said employee divided by 2080 hours.

Section 3. Signature Authority. The OCCMA grants the LOC's Executive Director, <u>the</u> <u>Project and Affiliates Manager</u>, and the Member Engagement Director or the Executive <u>Director's designee</u>, signature authority for purposes of signing any contracts or documents necessary to facilitate the LOC's responsibilities under this Contract. <u>The appointment of the</u> <u>Executive Director's designee shall be subject to the OCCMA Board's approval</u>. The Executive Director, the Executive Director's designee, shall provide a written report to the OCCMA Board at each OCCMA Board meeting for all contracts and documents executed on behalf of the OCCMA during the prior reporting period.

Section 4. General Terms and Conditions.

<u>Section 4.1. Obligations</u>. Neither party is, by virtue of this Contract, a partner or joint venture in connection with activities carried out under this Contract and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature except as set forth in Paragraphs 4.2 and 4.3 of this Contract.

<u>Section 4.2. Agency.</u> Neither party is, nor shall be deemed to be, an agent of the other party for any purpose except where the OCCMA has granted signature authority to the LCO's Executive Director or designee pursuant to Section 3 of this Contract.

<u>Section 4.3. Hold Harmless, Indemnification, Defense.</u> The OCCMA agrees to hold harmless, indemnify, and defend the LOC, and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of the OCCMA or its officers, subcontractors, or agents resulting from the event, or any connection to this Contract. The LOC agrees to hold harmless, indemnify, and defend the OCCMA and its officers from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of LOC or its officers, employees, subcontractors, or agents resulting from the event, or any connection to this Contract.

<u>Section 4.4. Termination.</u> This Contract may be terminated by either party by giving written notice to the other party no later than 90 days prior to the proposed termination date. The LOC shall be entitled to compensation for the services performed up to the date of termination.

<u>Section 4.5. Applicable Law.</u> This Contract shall be governed and construed in accordance with the laws of the State of Oregon. The parties hereby submit to jurisdiction in Marion County, Oregon and agree that any and all disputes arising out of or related to this Contract shall be litigated exclusively in the Circuit Court for Marion County, Oregon and in no federal court or court of another county or state.

<u>Section 4.6. Changes or Amendments.</u> The parties may agree, in writing, to changes to any provisions of this Contract. However, no change shall be effective until approved, in writing, by a representative of each party. The LOC's representative shall be its Executive Director and the OCCMA's representative shall be its President.

<u>Section 4.7.</u> Assignability. This Contract is not assignable by the LOC, either whole or in part, unless the LOC has obtained the prior written consent of the OCCMA.

<u>Section 4.8.</u> Warranties. The persons signing this Contract represent and warrant that such persons have the requisite power and authority to enter into, execute, and deliver the Contract and that the Contract is a valid and legally binding obligation of each respective party.

<u>Section 4.9. Conditions.</u> As a condition precedent to the LOC's performance under the Contract, the OCCMA shall maintain its status as an affiliate member of the LOC. Nothing in this Contract shall relieve the OCCMA for the cost of such affiliate membership.

Section 5. Effective Date and Term. This Contract shall be effective as of July 1, 20212024, and shall be in effect until June 30, 2024December 31, 2027, unless sooner terminated by the parties as provided for in this Contract.

The Oregon City/County Management Association

The League of Oregon Cities

Steve PowersDan Huff OCCMA President Mike CullyPatricia M. Mulvihill LOC Executive Director

Date of OCCMA Signature

Date of LOC Signature

Attachment 2

CONTRACT FOR SERVICES

PREAMBLE

THIS AGREEMENT is made and entered into by and between the Oregon City/County Management Association (OCCMA), an unincorporated association of general-purpose local government or council of governments, managers, and assistants in the State of Oregon; and the League of Oregon Cities (LOC), a consolidated department of Oregon cities.

RECITALS

WHEREAS, OCCMA is an unincorporated association of general purpose local government or council of governments, managers, and assistants in the State of Oregon which serves to: support professional management in local government; promote the exchange of information between members; offer personal support to members; sustain the functions, principles and goals of the International City/County Management Association; and to provide any other service approved by the OCCMA Board of Directors;

WHEREAS, LOC is a consolidated department of Oregon cities created under ORS Chapter 190 which has the ability and capacity to provide services for organizations such as the OCCMA;

WHEREAS, on ______, the OCCMA Board approved entering into an agreement with the LOC whereby the LOC shall provide services as described herein to OCCMA; and

WHERES, the Executive Director of the LOC has been granted authority by LOC's Board of Directors to enter into contracts on behalf of the LOC.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

Section 1. Scope of Services. The LOC agrees to provide the following services to the OCCMA, which shall obtain such services solely from the LOC during the term of this Contract.

Section 1.1. Financial Services.

- 1.1.1 Maintain the OCCMA's financial records in accordance with the practices and procedures set out by the OCCMA and its audit committee, provided the accounting software used by the OCCMA shall be the same software the LOC uses to maintain its own financial records.
- 1.1.2 Assist as necessary the OCCMA's audit committee in the preparation of the annual financial statements.

- 1.1.3 Provide financial statements and a report to the OCCMA at Board meetings and at other reasonable times as requested.
- 1.1.4 Manage the OCCMA's accounts payable in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.5 Manage the OCCMA's accounts receivable in a system and through a process that works within the LOC's own financial accounting software and processes.
- 1.1.6 Assist the OCCMA Secretary-Treasurer in preparing and filing required tax forms.
- 1.1.7 Develop a proposed annual budget in consultation with the OCCMA President-Elect for approval and adoption by the OCCMA Board of Directors.

<u>Section 1.2. OCCMA Board and Membership Meetings.</u> The parties agree that the LOC will provide staff support, with the type of support being provided specifically described below, to no more than seven meetings of the OCCMA Board of Directors per calendar year of this contract, and no more than one membership meeting per calendar year of this contract.

- 1.2.1 Prepare agenda and written materials.
- 1.2.2 Prepare and submit minutes of each meeting.
- 1.2.3 Provide logistical support during meetings.
- 1.2.4 Post notices for all Board and membership meetings.

<u>Section 1.3.</u> Conferences and Workshops. The parties agree that both will play a role in the creation and production of no more than one OCCMA-sponsored conference (which will not exceed three days in duration), and no more than two OCCMA-sponsored workshops (both of which will not exceed four hours in duration) per calendar year during the duration of this contract. The OCCMA will be responsible for all costs associated with the below services. LOC shall not enter into or sign any contractual agreement for conference facility rental, catering, AV/WIFI rental, or hotel room rate guarantees until the same has been approved by the OCCMA Board of Directors; however, if an OCCMA-sponsored workshop is held in conjunction with an LOC event, the LOC retains the exclusive right to sign any contractual agreement for the facility hosting the LOC conference and associated OCCMA workshop, including costs such as facility rental, catering, AV/WIFI rental, and hotel room guarantees. The LOC will be responsible for providing the following work.

- 1.3.1 Manage the conference and workshop budgets as developed by the OCCMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of each conference.
- 1.3.2 Handle all funds and management expenses related to the conferences and workshops.
- 1.3.3 Set up conference and workshop registration by using an existing LOC system.
- 1.3.4 Submit invitations to conferences and workshops to OCCMA members.
- 1.3.5 Track conference and workshop registrations.
- 1.3.6 Securely process registration funds for conferences and workshops, including accounting for merchant and interchange fees (credit card, etc.).
- 1.3.7 Send registration confirmations, email follow-ups, etc.
- 1.3.8 Source appropriate meeting and function space including venue negotiations and contract execution.
- 1.3.9 Hotel room negotiations and contract execution (if different from venue).
- 1.3.10 Catering contract execution (if different from venue).
- 1.3.11 Provide logistical support to the OCCMA professional development committee.
- 1.3.12 Process speaker registrations and ensure all speakers are registered.
- 1.3.13 Greet and manage speakers at conferences and workshops.
- 1.3.14 Coordinate, record, and provide archiving service for speaker presentations.
- 1.3.15 Coordinate conference and workshop publications (print or electronic).
- 1.3.16 Manage on-site setup of conferences and workshops.
- 1.3.17 Negotiate contracts for AV and WIFI.
- 1.3.18 Serve as on-side liaison with AV and technical suppliers.
- 1.3.19 Negotiate and obtain liability insurance.

- 1.3.20 Track and coordinate conference and workshop sponsorships.
- 1.3.21 Track and coordinate conference and workshop scholarships.
- 1.3.22 Administer and collect results from satisfaction surveys.

1.4. Newsletter.

1.4.1 Provide coordination, graphic design, and production support for OCCMA's quarterly newsletters.

1.5. Database, Listserv, and Website.

- 1.5.1 Maintain the OCCMA membership database and publish a membership directory in an electronic format.
- 1.5.2 Host and maintain the OCCMA listserv.
- 1.5.3 Maintain the OCCMA website.

1.6. Membership Support.

- 1.6.1 Coordinate annual membership drive.
- 1.6.2 Coordinate with the International City/County Management Association.

<u>1.7. OCCMA Committees and Affiliates.</u> The parties agree that the LOC will provide staff support, with the type of support being provided specifically described below, to the following OCCMA Committees and Affiliates. Both parties acknowledge that the LOC will not provide support to any Committee or Affiliate not specifically identified in this Section 1.7, nor will it provide support to any subcommittee of an identified Committee within this Section 1.7.

- 1.7.1 Committees and Affiliates Covered by This Contract.
 - 1.7.1.1. Bylaws Committee (note, it is the intent of both parties that the Bylaws Committee will be convened no more than once every three years – if the committee is convened more than once every three years, the LOC reserves the right to decline providing service, of any kind, to this committee. The committee was last convened in calendar year 2023, it is the parties agreed upon understanding that the committee is not expected to be convened again until 2026).
 - 1.7.1.2. Communications Committee.

1.7.1.3.	DEI Committee.
1.7.1.4.	Ethics Committee.
1.7.1.5.	Nominating Committee.
1.7.1.6.	Professional Development Committee.
1.7.1.7.	Support for Managers Committee.
1.7.1.8.	Northwest Women's Leadership Academy.
1.7.1.9.	Veterans Committee.
1.7.1.10.	Civic Education Committee.
1.7.1.11.	Scholarship Committee.
1.7.1.12.	Oregon Latinos in Local Government.

1.7.2. Services Provided to Northwest Women's Leadership Academy. LOC agrees to provide the following services specifically related to supporting the Northwest Women's Leadership Academy (NWWLA).

1.7.2.1. Maintain the financial records, provide quarterly financial statements, and manage accounts payable/receivable related to the NWWLA, provided that the financial records, statements, and accounts payable/receivable will be done in a system and through a process that works within the LOC's own financial accounting software and processes.

1.7.2.2. Provide marketing support, as agreed to after collaborating with the NWWLA Marketing/Communications Sub-Committee, for the NWWLA. This may include, but not inherently be limited to: updating website content and managing the NWWLA contact database.

1.7.2.3. Provide administrative support, in consultation and collaboration with the NWWLA Chair, and/or Sub-Committee Chairs, to coordinate planning calls for steering committee and session planning committee meetings. To not exceed 12 leadership team meetings per year and three steering committee meetings per year.

1.7.2.4. Provide needed support for any virtual programming, including use of LOC's Zoom accounts, should the NWWLA not be able to host in-person events.

1.7.3. Services Provided to the Oregon Latinos in Local Government. LOC agrees to provide the following services specifically related to supporting the Oregon Latinos in Local Government (OLLG).

1.7.3.1. Maintain the financial records, provide quarterly financial statements, and manage accounts payable/receivable related to the OLLG provided that the financial records, statements, and accounts payable/receivable will be done in a system and through a process that works within the LOC's own financial accounting software and processes.

- 1.7.3.2. Assist the OLLG in the development of an annual budget.
- 1.7.3.3. Prepare agenda, notices, and minutes for no more than one virtual OLLG Board of Directors per month.
- 1.7.3.4. Prepare agenda, notice, and minutes for no more than one OLLG annual membership meeting per calendar year.
- 1.7.3.5 Assist the OLLG with newsletter articles, website management, new member notifications, and other publications.
- 1.7.3.6. Assist the OLLG with an annual membership drive to take place in December of each calendar year. The OLLG is responsible for developing the needed membership application forms and invitation letters, while the LOC is responsible for distributing the forms and processing the membership applications.
- 1.7.3.7. Provide registration support for no more than two OLLG annual in-person or virtual events per calendar year; LOC retains the sole discretion as to whether it can or will provide additional support (including assisting with securing venues, speakers, food, etc.). OLLG is responsible for any costs associated with such events, including credit card fees incurred by the LOC in handling the registrations for the events.
- 1.7.3.8. Provide assistance with no more than six Café con Leche events per calendar year. Assistance is limited to advertising the events and accepting registrations for the events; the LOC retains the sole discretion as to whether it can or will provide additional support (including assisting with securing speakers).

- 1.7.4. Services Provided to Ethics Committee. LOC agrees to provide the Ethics Committee the same services it provides to other committees, as described in Section 1.7.5, and the following legal services.
 - 1.7.4.1. The legal services provided will be related solely to assisting the Ethics Committee, and the OCCMA Board of Directors, interpret, administer, and enforce Article 11, Code of Ethics of the OCCMA Bylaws.
 - 1.7.4.2. Prior to the provision of any legal services, OCCMA, or its Ethics Committee shall identify one point of contact to work directly with the LOC assigned attorney.
 - 1.7.4.3. LOC's General Counsel will assign an LOC attorney based solely on the General Counsel's discretion to provide legal services.
 - 1.7.4.4. Legal services provided under this addendum will be billed at a rate of \$50.00 per hour and in 15-minute increments. This fee is in addition to any other fees described in this Contract and agreed to by the Parties.
 - 1.7.4.5. OCCMA will be billed monthly for all charges incurred with payment due within 30 days of the invoice being issued.
 - 1.7.4.6. No work related to Article 11, Code of Ethics, and the scope of services under this addendum shall be done by any other LOC staff member other than the assigned attorney(s). Prohibited work from other LOC staff includes but is not limited to gathering facts, securing documents, or attending meetings of any fact-finding committee.

1.7.5. Services Provided to All Other Committees. LOC agrees to provide the following services to all other committees of the OCCMA, those not specifically identified in Section 1.7.2 (NWWLA), 1.7.3 (OLLG), and/or 1.7.4 (Ethics Committee).

- 1.7.4.1. Provide logistical and staff support for no more than one virtual meeting per month, for each committee.
- 1.7.4.2. Prepare agenda, notices, and written materials for each virtual meeting staffed by the LOC.

- 1.8. <u>Northwest Regional Managers Conferences</u>. The parties agree that when it is Oregon's year to host a Northwest Regional Managers Conference (provided Oregon hosts no more than one Northwest Regional Managers Conference every two calendar years), both the OCCMA and the LOC will play a role in the creation and production of said conference.
 - 1.8.1. OCCMA will be responsible for all costs associated with the below services. LOC shall not enter into or sign any contractual agreement for conference facility rental, catering, AV/WIFI rental, hotel room rate guarantees, or liability insurance until the same has been approved by the OCCMA Board of Directors. LOC will be responsible for providing the following work.

1.8.1.1. Manage the conference budgets as developed by the OCCMA and reconcile the conference budget after all invoices and expenses have been recorded and completed within 180 days of the end of the conference.

1.8.1.2. Handle all funds and management expenses related to the conference.

1.8.1.3. Set up conference registration by using an existing LOC system.

1.8.1.4. Submit invitations to the conference to the OCCMA membership via the website and/or listserv and/or quarterly newsletter and work with the Washington City/County Management Association staff to distribute invitations to their members.

1.8.1.5. Track conference registrations.

1.8.1.6. Securely process registration funds for the conference, including accounting for merchant and interchange fees (credit card, etc.).

1.8.1.7. Send registration confirmations, email follow-ups, etc.

1.8.1.8. Source appropriate meeting and function space including venue negotiations and contract execution.

1.8.1.9. Hotel room negotiations and contract execution (if different from venue).

1.8.1.10. Catering negotiations and contract execution (if different from venue).

1.8.1.11. Provide logistical support to the OCCMA professional development committee.

1.8.1.12. Process speaker registrations and ensure all speakers are registered.

1.8.1.13. Greet and manage speakers at the conference.

1.8.1.14. Coordinate, record, and provide archiving service for speaker presentations.

- 1.8.1.15. Coordinate conference publications (print or electronic).
- 1.8.1.16. Manage on-site setup of the conference.
- 1.8.1.17. AV and WIFI negotiations and contract execution.
- 1.8.1.18. Serve as on-site liaison with AV and technical suppliers.
- 1.8.1.19. Negotiate and obtain liability insurance.
- 1.8.1.20. Track and coordinate conference sponsorships.
- 1.8.1.21. Track and coordinate conference scholarships.
- 1.8.1.23. Administer and collect results from satisfaction surveys.
- 1.8.2. For each Northwest Regional Managers Conference the LOC assists the OCCMA in hosting, in addition to the costs the OCCMA has agreed to pay in Section 1.8.1., the OCCMA also agrees to compensate the LOC an additional \$12,000 flat fee, the purpose of which is to cover the additional time expended on behalf of the OCCMA by LOC personnel. The additional \$12,000 flat fee will be billed to the OCCMA within 30 days of the relevant conference having concluded.

Section 2. Payment for Services. The OCCMA agrees to pay the LOC as follows.

<u>Section 2.1.</u> Services Described in Sections 1.1 - 1.6. The OCCMA agrees to pay the LOC the following flat fees for the services described herein (Note: the fees described in this section are in addition to the special fees specifically described in Sections 1.7.4 and 1.8).

2.1.1. For the contract period beginning on July 1, 2024 and ending on December 31, 2024, the OCCMA shall pay the LOC a flat fee of \$21,750.

- 2.1.2. For the contract period beginning on January 1, 2025 and ending on December 31, 2025, the OCCMA shall pay the LOC a flat fee of \$44,805.
- 2.1.3. For the contract period beginning on January 1, 2026 and ending on December 31, 2026, the OCCMA shall pay the LOC a flat fee of \$46,149.
- 2.1.4. For the contract period beginning on January 1, 2027 and ending on December 31, 2027, the OCCMA shall pay the LOC a flat fee of \$47,533.
- 2.1.5 The fee shall be paid annually to cover the cost of personnel expenses incurred by the LOC in providing services to the OCCMA.
- 2.1.6 Payment shall be made annually, with the amount due no later than March 1.

<u>Section 2.2. Hard Costs</u>. In addition to the annual fees described in Sections 2.1, the OCCMA shall be financially responsible for the following.

- 2.2.1 Hard costs associated with conferences and workshops including but not limited to: facility rental, catering, equipment rental, and liability insurance.
- 2.2.2 Any postage paid by LOC on behalf of the OCCMA shall be billed to the OCCMA at the actual cost incurred.
- 2.2.3 Any printing costs paid by the LOC on behalf of the OCCMA shall be billed to the OCCMA at the actual cost incurred.
- 2.2.4 Any travel expenses incurred by the LOC Projects and Affiliates Manager and Conference Coordinator when attending any in person OCCMA conferences and workshops, including events associated with the NWWLA, OLLG, and Northwest Regional Managers Conference, shall be billed to the OCCMA for the following:
 - 2.2.4.1 Reimbursement for mileage at the current federal Internal Revenue Service rate;
 - 2.2.4.2 Hotel expenditure; and
 - 2.2.4.3 Reimbursement for food at the current per diem rate established by the General Services Administration for the state of Oregon.

<u>Section 2.3.</u> Work Not Described in Contract. In the event the OCCMA requests work by LOC staff not identified in Sections 1.1 - 1.8, and the LOC's Executive Director or Member Engagement Director to provide such work to the OCCMA. The OCCMA shall reimburse the LOC for such staff time at a rate that will reimburse the LOC at an hourly

rate that captures the annual total cost of compensation for said employee divided by 2080 hours.

Section 3. Signature Authority. The OCCMA grants the LOC's Executive Director, the Project and Affiliates Manager, and the Member Engagement Director, signature authority for purposes of signing any contracts or documents necessary to facilitate the LOC's responsibilities under this Contract. The Executive Director, the Executive Director's designee, shall provide a written report to the OCCMA Board at each OCCMA Board meeting for all contracts and documents executed on behalf of the OCCMA during the prior reporting period.

Section 4. General Terms and Conditions.

<u>Section 4.1. Obligations</u>. Neither party is, by virtue of this Contract, a partner or joint venture in connection with activities carried out under this Contract and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature except as set forth in Paragraphs 4.2 and 4.3 of this Contract.

<u>Section 4.2. Agency.</u> Neither party is, nor shall be deemed to be, an agent of the other party for any purpose except where the OCCMA has granted signature authority to the LOC's Executive Director or designee pursuant to Section 3 of this Contract.

<u>Section 4.3. Hold Harmless, Indemnification, Defense.</u> The OCCMA agrees to hold harmless, indemnify, and defend the LOC, and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of the OCCMA or its officers, subcontractors, or agents resulting from the event, or any connection to this Contract. The LOC agrees to hold harmless, indemnify, and defend the OCCMA and its officers from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of LOC or its officers, employees, subcontractors, or agents resulting from the event, or any connection to this Contract.

<u>Section 4.4.</u> Termination. This Contract may be terminated by either party by giving written notice to the other party no later than 90 days prior to the proposed termination date. The LOC shall be entitled to compensation for the services performed up to the date of termination.

<u>Section 4.5. Applicable Law.</u> This Contract shall be governed and construed in accordance with the laws of the State of Oregon. The parties hereby submit to jurisdiction in Marion County, Oregon and agree that any and all disputes arising out of or related to this Contract shall be litigated exclusively in the Circuit Court for Marion County, Oregon and in no federal court or court of another county or state.

<u>Section 4.6.</u> Changes or Amendments. The parties may agree, in writing, to changes to any provisions of this Contract. However, no change shall be effective until approved, in

writing, by a representative of each party. The LOC's representative shall be its Executive Director and the OCCMA's representative shall be its President.

<u>Section 4.7.</u> Assignability. This Contract is not assignable by the LOC, either whole or in part, unless the LOC has obtained the prior written consent of the OCCMA.

<u>Section 4.8. Warranties.</u> The persons signing this Contract represent and warrant that such persons have the requisite power and authority to enter into, execute, and deliver the Contract and that the Contract is a valid and legally binding obligation of each respective party.

<u>Section 4.9. Conditions.</u> As a condition precedent to the LOC's performance under the Contract, the OCCMA shall maintain its status as an affiliate member of the LOC. Nothing in this Contract shall relieve the OCCMA for the cost of such affiliate membership.

Section 5. Effective Date and Term. This Contract shall be effective as of July 1, 2024, and shall be in effect until December 31, 2027, unless sooner terminated by the parties as provided for in this Contract.

The Oregon City/County Management Association

The League of Oregon Cities

Dan Huff OCCMA President Patricia M. Mulvihill LOC Executive Director

Date of OCCMA Signature

Date of LOC Signature





A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Approve Registration Fee for the 2024 OCCMA Summer Conference

Staff has analyzed the venue rental, food and beverage, and transportation costs for the OCCMA Summer Conference and is recommending the following registration fees:

Member Registration: \$450 Non-member Registration: \$550 Thursday only: \$100

This fee does not not fully cover the cost of the conference, because of the extra expense of renting the Sternwheeler for the President's Reception. The 2024 Adopted Budget shows the conference operating at a deficit due to the board's desire to find higher quality speakers and provide an all-inclusive conference where attendees and guests don't have to pay extra to attend tours and dinners. The conference registration fee last year was \$400 for members and \$500 for non-members.

Recommended Motion:

I move to approve the 2024 OCCMA Conference registration fee to be \$450 for members and \$550 for nonmembers.





A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, LOC Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Request to Cover Partial Expenses to Speak at ICMA Annual Conference

Takami Clark, Communications & Engagement Manager with the city of Bozeman, Montana submitted a session proposal for the 2024 ICMA Annual Conference titled "Urban Campers, Rural Realities: How Smaller Cities are Tackling Homelessness." This proposal was accepted by the ICMA and is attached for reference. The city of Bozeman would like Patty Mulvihill, LOC Executive Director to be a panelist and present on Oregon's experiences under the 9th Circuit Court of Appeals ruling. ICMA does not cover the registration fees, travel, or hotel costs for speakers and the LOC did not budget for Director Mulvihill to attend this conference. Director Mulvihill is requesting the OCCMA Board of Directors agree to pay half of the conference expenses for her to speak at and attend the conference. A breakdown of estimated expenses is below.

Registration	Non-Member Speaker Rate (pending approval by the board)	\$900
Airfare	Depart PDX via United on Friday, September 20, for	\$735
	Pittsburgh. Return from Pittsburgh on Thursday, Sept. 26	(refundable fair)
Hotel	Room Blocks Not Released (assuming \$240 per night	\$1,200
	inclusive of taxes and fees)	
Food	IRS Per Diem for Pittsburgh is \$136 per day	\$680
Transportation	Typical Uber from airport to downtown is approximately \$50	\$100
(Uber/Lyft)	(per Google)	
		Total: \$3,615

Attachment:

1. ICMA Annual Conference Session Proposal

Recommended Motion

I move to approve paying half the costs from the National/Committee Travel (Line Item 3-6036) for LOC Executive Director Patty Mulvihill to speak and attend the 2024 ICMA Annual Conference in Pittsburgh.

Session Title*A session must have a short, specific presentation title (containing no abbreviations) that indicates the nature of the presentation. Titles should be grammatically correct and print-ready for use in ICMA conference marketing materials. DO NOT USE ALL CAPITAL NOR ALL LOWER-CASE LETTERING IN THE SESSION TITLE.

Urban Campers, Rural Realities: How Smaller Cities are Tackling Homelessness

11 characters (5 - 125 characters) 2 words (1 - 75 words)

Track*Select one track below.

Who are the PRIMARY audiences to which this session is targeted? (select up to 3)Please select the 3 audiences to whom the session is most relevant.

- Assistants/Deputies
- Chief Executive Officers
- County Leaders
- Early-Career Professionals
- Department Heads/Directors
- Encore (retired) Professionals
- International Local Government Professionals
- □ Large Community Leaders
- ☐ Mid-Level Managers
- Senior/Credentialed Managers
- Small Community Leaders
- □ Staff Analysts/Assistants
- Students/Interns

Are you interested in presenting this session at other ICMA conferences and events?

✓ Yes

🗌 No

If you checked that the session will directly relate to a specific audience above, please describe how this session will address the particular needs of the audience(s) you indicated.0 words minimum and 200 words maximum

While this session will focus heavily on the experiences of cities within the 9th Circuit Court of Appeals, all smaller city leaders can benefit from the discussion on how to manage the impacts of homelessness when resources (such as full-time shelters) are scarce or don't exist. The discussion is geared more toward leadership within the community who must manage impacts when a larger or comprehensive strategy on homelessness might not yet exist.

Description*15 words minimum and 300 words maximum

Martin v. Boise was a landmark decision made by the U.S. Court of Appeals for the Ninth Circuit. Since the decision in 2018, communities across the West have dealt with increasing houselessness in unique ways. In the 50,000-person city of Bozeman, Montana, officials have dealt with rapid growth and rising housing costs, leading to an increase in unhoused residents living in vehicles at a level that the city has never experienced before. Bozeman leaders will discuss how they are managing the legalities and impacts of homelessness when there is not yet a full-time year-round shelter and the nearest city with full-time resources is hours away. Bozeman is joined by Oregon League of Cities Executive Director Patty Mulvihill, who will provide the perspective of Oregon cities facing similar challenges and the tactics they are taking. She will also discuss lessons learned from related lawsuits and the legal landscape cities in this part of the country are operating within.

1.

Answer the following questions for Learning Objective 1Learning Objective 1*Complete the sentence, 'Upon completion, participant will be able to....' Use action words to begin this learning objective, such as list, describe, define, demonstrate, conduct, etc.

Upon completion, participants will be able to list tactics that cities can legally take to manage health and safety impacts related to houselessness.

0 words (Max 30 words)

2

Answer the following questions for Learning Objective 2Learning Objective 2*Complete the sentence, 'Upon completion, participant will be able to....' Use action words to begin this learning objective, such as list, describe, define, demonstrate, conduct, etc.

Upon completion, participants will be able to describe the legal cases around homelessness that cities in the 9th Circuit must adhere to.

Answer the following questions for Learning Objective 3Learning Objective 3*Complete the sentence, 'Upon completion, participant will be able to....' Use action words to begin this learning objective, such as list, describe, define, demonstrate, conduct, etc.

Upon completion, participants will be able to understand the unique challenges and potential resources smaller cities might have in tackling homelessness.

0 words (Max 30 words)



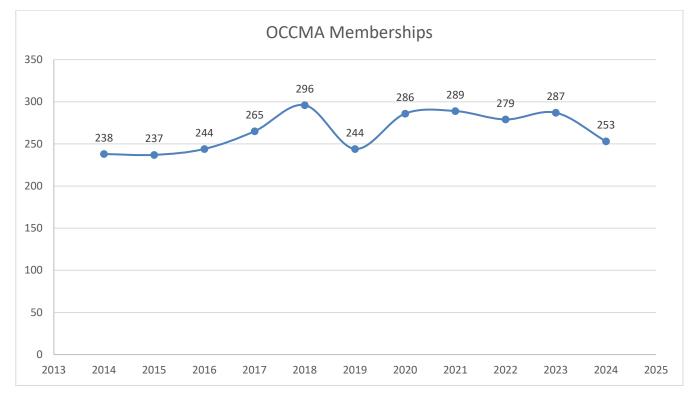


A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Membership Report

As of March 20, 2024, OCCMA has received 212 applications (excluding Lifetime and Honorary members). The specific breakdown between membership classifications and how the numbers are comparing to 2022 and 2023 membership totals is below. OCCMA has received \$49,787 in dues revenue to date with only two outstanding memberships.

		2022	2023	2024
Active		186	202	180
Affiliate		21	15	14
Cooperating		7	8	7
Honorary		2	2	2
Lifetime		38	39	39
Retired		15	11	7
Student		9	8	3
Managers in Transition		1	2	1
	Total	279	287	253







A State Affiliate of ICMA

То:	OCCMA Board of Directors
From:	Angela Speier, LOC Project & Affiliates Manager
Date:	March 22, 2024
Subject:	Oregon Latinos in Local Government (OLLG) Update

OLLG opened their membership drive in December. We have had 17 government agencies sign up for full membership, three partner agencies sign up for full membership, and three associate memberships. The total revenue billed is \$6,625.

On February 23, the OLLG Board of Directors hosted their first full day professional development session in Lake Oswego. There were over 60 people in attendance. The event was well received and garnered a lot of excitement about the year to come. In addition, to this event the Board has the following events also planned for 2024.

- April 11 Café con Leche @ 11 am Language Access Plans (virtual)
- May 9 Café con Leche @ 11 am How to set up your translation and interpretation vendors for success (virtual)
- **Picnic in Oxbow Park** date TBD (June or July)
- July 11 Café con Leche @ 11am Oregon Budget Law, What Municipal Officials Need to Know (virtual)

September 20, 2024 In-Person Event – Location TBD

Time	Session topic
9:00-9:25 am	Registration
9:25-9:30 am	Welcome
9:30-10:00 am	Introduction to Latinos in Government Alliance (LIGA)
10:00-11:00 am	Mastering Public Speaking in English and Spanish
11:00-11:15 am	Break
11:15 am-12:15 pm	Conflict Management Skills for the Workplace
12:15-1:30 pm	Networking Lunch
1:30-2:30 pm	How to Successfully Negotiate Salaries and Employment Contracts
2:30-2:45pm	Break
2:45-3:45 pm	Project Management Skills for Beginners
3:45-4:00 pm	Closing Remarks
4:00 pm	Happy Hour

• November 14 Café on Leche @ 11 am – How to be a successful mentor