



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

OCCMA Board of Directors Meeting

March 25, 2022 | 10:00 am – 12:00 pm

Join Zoom Meeting

<https://us02web.zoom.us/j/89745880549?pwd=YmdBRkloRWowcTB0YTdBTXdBMTlwZz09>

Meeting ID: 897 4588 0549 | Passcode: 943915 | Dial-in: +1 (253) 215-8782

AGENDA

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7. Nominating (Spencer Nebel)	-
8. Professional Development (Scott Derickson)	-
9. Support for Managers (Adam Brown)	-
10. Host Committee (Spencer Nebel, Co-Chair)	-



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- 11. Northwest Women's Leadership Academy (*Rachael Fuller*)..... -
- 12. Dues Committee (*Aaron Palmquist*)..... -
- 13. Veterans Committee (*Aaron Palmquist*)..... -
- 14. Civic Education Committee (*Zoe Mombert*)..... -
- 15. Scholarship Committee (*Adam Brown*)..... -
- K. Senior Advisor Update -
- L. Other (*President Marston*) -
- M. Adjournment (*President Marston*) -

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



OCCMA

**Oregon City/County
Management Association**
A State Affiliate of **ICMA**

Date: March 21, 2022
To: OCCMA Board of Directors
From: President Susie Marston
Re: President's Report – March, 2022

The ICMA West Coast Regional/NW Regional Conference was well attended at Skamania Lodge last week. I didn't make an exact count, but there were probably a dozen of us who were there representing Oregon. If you'll recall, the session about Water Issues that was slated for the 2021 Fall Workshop at the LOC Conference was rescheduled to last week's conference. Peter Fernandez, City of Salem Public Works Director, did a great job speaking of the successes and challenges of Salem's water system and held an interactive discussion with the audience. Direlle Calica, Director of PSU's Institute for Tribal Government, was scheduled to speak with Peter, but she was unable to attend due to a death in her family.

At this meeting, Peter Troedsson and Pat Martel will be presenting from ICMA on Equity and Social Justice Issues. As ICMA is looking at the Code of Ethics through a DEI lens, they are making every effort to meet with each state association for discussion and feedback on this topic. There were preliminary discussions held at the conference last week.

We received Letters of Interest for the Region 5 Senior Advisor vacancy from Ric Ingham and Rob Drake. At this Board meeting, I would like to have a discussion with the Board to decide on next steps to appoint one of them. My preference is to assign a small group to interview the candidates and make a recommendation at a special meeting in April. Neither of the candidates are available for immediate appointment, so we have some time to make the selection.

Congratulations to Adam Brown on his recent appointment to City Manager for Keizer!



OCCMA Board of Directors Meeting

January 28, 2022 | 10:00 am – 12:00 pm

Via Zoom

MINUTES

Board Members:

Susie Marston, President – Present

Scott Derickson, President-Elect - Present

Vacant, Secretary, LOC

Steve Powers, Past President– Present

John Walsh, Director – Present

Dan Huff, Director – Present

Heidi Bell, Director – Present

Andy Varner, Director – Present (*departed at 10:48 am*)

Rachael Fuller, Director – Absent

Adam Brown, Director – Present

Aaron Palmquist, Director – Present

Zoe Mombert, Director – Present

Staff: Angela Speier, Project & Program Coordinator

Others: Sheila Ritz, Senior Advisor; Dave Waffle, Senior Advisor; Dan Bartlett, Senior Advisor; Peter Troedsson, Albany City Manager; and Spencer Nebel, Newport City Manager

A. Welcome

10:02 am

President Marston called the meeting to order at 10:02 am and said Steve Powers has announced his retirement and resignation from the OCCMA Board of Directors. Spencer Nebel has agreed to serve in the role as Past President after this meeting.

B. Consent Calendar

10:05 am

It was moved by Director Palmquist and seconded by Director Brown to approve the consent calendar. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

C. Discussion and adopting of 2022 Work Plan

10:06 am

It was moved by Director Brown and seconded by Director Mombert to adopt the 2022 OCCMA Board of Directors Work Plan. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

D. Authorization to enter into an agreement with Canopy Wellbeing

10:11 am

LOC Project & Program Coordinator Angela Speier explained in October the Board of Directors approved the addition of Article 10 to the Policy Annex section of the Bylaws. As part of this section the board agreed

to offer up to three counseling sessions to managers in transition. Staff is recommending the board enter into an agreement with Canopy Wellbeing to provide these services. The LOC General Counsel and Director Brown have reviewed the contract and did not voice any concerns.

It was moved by President-Elect Derickson and seconded by Director Bell to authorize OCCMA President Susie Marston to enter into an agreement with Canopy Wellbeing to provide counseling services to OCCMA Managers in Transition. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

E. Vacancy of Past President and Secretary/Treasurer Positions

10:10 am

President Marston explained Steve Powers agreed to serve as past president for this meeting but has resigned from the board. The bylaws specify the immediate past president will fill a vacancy if they are willing to do so. Spencer Nebel is the immediate past president and has agreed to fill this role for 2022. There is also vacancy in the position of Secretary/Treasurer due to the resignation of Mike Cully from the League of Oregon Cities (LOC). The LOC Board of Directors have appointed Patty Mulvihill as the Interim Executive Director who would like the OCCMA Board to consider appointing Angela Speier as the Secretary/Treasurer. President Marston further explained in order to ensure separation of financial duties staff is recommending designating the president-elect serve as a check signer.

The OCCMA Board discussed how this change could be impacted when a new executive director is hired and if they would step into the secretary/treasurer role. Ms. Speier said the board would have to be agreeable to that change. President-Elect Derickson suggested adding a topic to the end of the agenda to discuss if there is support for the OCCMA Board to draft a letter to the LOC Board regarding what city managers would like to see in the next executive director and the board's desire to have Ms. Speier continue to support the board as the secretary/treasurer.

It was moved by Director Mombert and seconded by Director Bell to appoint Angela Speier as the Secretary/Treasurer of the OCCMA Board of Directors. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

It was moved by Director Mombert and seconded by Director Huff to authorize President-Elect Scott Derickson to serve as the OCCMA Secretary-Treasurer's check signer designee. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

F. Adopt 2022 Budget

10:21 am

Ms. Speier provided an overview of the changes the board requested during their retreat.

It was moved by Director Palmquist and seconded by Director Brown to adopt the 2022 OCCMA Annual Budget. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

G. Senior Advisor Vacancy

10:23 am

President Marston explained Wes Hare and Larry Lehman resigned from being senior advisors. These two vacancies were advertised for over a month. Nolan Young has submitted his resume and statement of interest for the board's consideration. The remaining vacancy will remain open until filled.

It was moved by Director Palmquist and seconded by Director Brown to nominate Nolan Young to serve as an OCCMA Senior Advisor for Region 8 and direct staff to forward his statement of interest and resume to ICMA for approval. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

H. Ethics Policy

10:44 am

This item was taken after agenda item K.

Spencer Nebel provided an update on draft 5 of the ethics policy. He said the draft in the packet has been reviewed by LOC Interim General Counsel Jayme Hafner and ICMA. He explained under the bylaws the board must give notice to the membership when new policies are adopted and asked staff to post the draft on the website, listserv, and to include it in the next newsletter.

It was moved by Director Palmquist and seconded by Director Mombert for the board to formally introduce the policy outlining OCCMA's Rules for Enforcement of the ICMA Code of Ethics with adoption scheduled for the March 18 OCCMA Board of Directors meeting. The motion passed unanimously (10-0). [10-Yes (Marston, Derickson, Powers, Walsh, Huff, Varner, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 1-Absent (Fuller)].

I. Membership Report

10:32 am

Ms. Speier provided an update on the membership drive to-date. She noted the numbers are down slightly from last year's overall number. She asked for the board's feedback on retired membership, it seems in years past the practice has been to carry those members over year-to-year, but staff feels they should reapply if they are interested in continuing to stay engaged. This would help to ensure OCCMA has their current contact information, and it shows they want to stay engaged with the organization.

J. Oregon Latinos in Local Government Update

10:34 am

Ms. Speier said OLLG opened their membership recruitment on December 5 and provided an update on the organizations that have signed up to be members.

K. 2022 Committee Rosters

10:36 am

President Marston said a list of committee rosters is included the packet and noted that Spencer Nebel will serve as chair of the Nominating Committee and be removed from the DEI Committee.

L. Discuss the format for the OCCMA Annual Summer Conference

10:38 am

The board discussed whether to have the summer conference in-person or virtually and there was consensus to hold the conference in-person. Since it is the summertime there will be more flexibility with outdoor options.

❖ **Reports and Action Items**

1. Audit

Nothing to report.

2. Bylaws

The committee will be looking to set up their first meeting soon.

3. Communications

Director Bell said the committee met and reviewed the first quarter newsletter. There are a number of new people on the committee, and they have great ideas.

4. DEI

Nothing to report.

5. Ethics

Director Mombert has reached out to the committee to welcome them and is looking forward to implementing the new process. Spencer Nebel asked the board to accept the report on the violation it reviewed last year. He asked staff to place it in the Newsletter and the board thought it would be good to post it on the listserv as well.

It was moved by Director Palmquist and seconded by Director Bell to accept the report on the violation of Tenet 2 of the ICMA Code of Ethics that led to the board issuing a private censure based on an executive meeting held on October 20, 2021 and submit the article of ethics of decision for the upcoming newsletter. The motion passed unanimously (9-0). [9-Yes (Marston, Derickson, Powers, Walsh, Huff, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 2-Absent (Fuller and Varner)].

6. ICMA Liaison

Albany City Manager Peter Troedsson provided an update on the ICMA board meetings and noted at their next meeting staff will be presenting a methodology to determine whether a meeting should be held in person or virtually. ICMA is reviewing the code of ethics. At the February board meeting they will be discussing a new dues structure. He is also serving on the ICMA Veteran's Advisory Committee which is looking into ways to promote the local government profession to veterans. Director Palmquist asked if there is anything OCCMA can use to help promote local government careers within the veteran community. Ms. Speier asked for additional information about the ICMA dues restructuring.

7. Nominating

Nothing to report.

8. Professional Development

President-Elect Derickson said the first meeting is scheduled for next week and reviewed conference topics he is interested in pursuing. OCCMA will also be providing a session at the NW Regional Managers Conference related to water issues.

9. Support for Managers

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

10. Host Committee

Spencer Nebel said the Host Committee will be meeting on Friday, February 4. The committee will be approving the final report and a payment to ICMA. He reviewed the financial report in the packet. There will likely be a transfer of surplus money to OCCMA at the March meeting. The Board will need to have a discussion on what they want to do with those funds.

11. Northwest Women' Leadership Academy

Ms. Speier said the Leadership Team continues to meet monthly and the cohort will be having an in-person two-day retreat in March.

12. Dues Committee

Director Palmquist said the committee will be holding its first meeting next week.

13. Veterans Committee

Director Palmquist said the committee will be developing a survey and flyer for the board to review in March. This committee would like to explore ways to get more veterans interested in pursuing a career in local government.

14. Civic Education Committee

Director Mombert sent the committee a welcome email and she is looking to schedule a meeting in February or March.

15. Scholarship Committee

Director Brown said a welcome email has been sent and he will work to set up a meeting soon.

N. Senior Advisor Update

11:16 am

Dan Bartlett has been to several meetings via zoom and is working on his newsletter articles.

Dave Waffle said the letter that the OCCMA Board authorized Past President Steve Powers to write to PSU regarding the need for an additional tenured track professor was successful and approved. He will be participating on the search committee. The president of the ICMA Student Chapter will also be serving on the panel. He is working on the ICMA Connections Newsletter regarding local governments who have recently changed their form of government.

Sheila Ritz reported that Fairview hired Phillip Morley as their new city manager and Nolan Young's contract will be extended through March 14, 2022.

O. Other

11:22 am

The board discussed the recruitment process for the LOC executive director. The OCCMA Board would like to encourage the LOC Board of Directors to look for someone that has executive level municipal or county experience. President-Elect Derickson feels the Operations and Member Engagement Director should also have municipal experience. He feels having people with a better understanding of local government would benefit the LOC. He would like to see the OCCMA Board draft a letter to the LOC Board providing input

on what city managers would like to see included in the position profile. He would also like to see the OCCMA Board have a role in the recruitment process. Director Walsh said he has been appointed to the Strategic Planning Committee for the LOC Board. Past President Derickson volunteered to draft the letter for the board to review at a future meeting.

A motion was made by President-Elect Derickson and seconded by Director Huff to reschedule the March OCCMA Board meeting to be held via Zoom on March 25 at 10:00 am. The motion passed unanimously (9-0). [9-Yes (Marston, Derickson, Powers, Walsh, Huff, Brown, Palmquist, Mombert, and Bell); 0-No; 0-Abstain; 2-Absent (Fuller and Varner)].

The board thanked Steve Powers and wished him well in his retirement.

P. Adjournment

11:39 am

President Marston adjourned the meeting at 11:39 am.

APPROVED by the OCCMA Board of Directors on March 25, 2022.

Respectfully submitted by:

/s/Angela Speier, Project & Program Coordinator

Oregon City/County Management Association

Budget vs. Actuals: OCCMA CY2022

January - February, 2022

	TOTAL		
	ACTUAL	BUDGET	REMAINING
Income			
3-4000 Conference Income			
3-4300 Fall Conference			
3-4303 Registration Fall Conference		7,500.00	7,500.00
Total 3-4300 Fall Conference		7,500.00	7,500.00
3-4400 Summer Conference			
3-4404 Registration Summer Conference		40,000.00	40,000.00
3-4407 Sponsorships		25,000.00	25,000.00
Total 3-4400 Summer Conference		65,000.00	65,000.00
3-4600 NW Women's Academy			
3-4606 NW Women's Leader Summit	13,900.00	13,900.00	0.00
Total 3-4600 NW Women's Academy	13,900.00	13,900.00	0.00
Total 3-4000 Conference Income	13,900.00	86,400.00	72,500.00
3-4700 General Operations			
3-4701 Dues	43,181.20	45,000.00	1,818.80
3-4770 CIS Senior Advisor		2,500.00	2,500.00
3-4780 ICMA Senior Advisor		7,000.00	7,000.00
3-4785 Charlie Henry Scholarship		5,000.00	5,000.00
Total 3-4700 General Operations	43,181.20	59,500.00	16,318.80
Oregon Latinos in Local Government			
3-4611 OLLG Dues	14,675.00	21,650.00	6,975.00
Total Oregon Latinos in Local Government	14,675.00	21,650.00	6,975.00
Total Income	\$71,756.20	\$167,550.00	\$95,793.80
GROSS PROFIT	\$71,756.20	\$167,550.00	\$95,793.80
Expenses			
3-5100 Conferences			
3-5330 Fall Conference			
3-5334 Food & Beverage Fall		6,000.00	6,000.00
3-5335 Room Rental Fall		600.00	600.00
3-5339 Speakers Fall		5,000.00	5,000.00
Total 3-5330 Fall Conference		11,600.00	11,600.00
3-5440 Summer Conference			
3-5441 Activities Summer		3,000.00	3,000.00
3-5442 Administration Summer		500.00	500.00
3-5443 Audio/Trade Show Summer		500.00	500.00
3-5444 Food & Beverage Summer		35,000.00	35,000.00
3-5445 Lodging Summer		1,000.00	1,000.00
3-5446 Postage/Printing Summer		500.00	500.00
3-5447 Travel Summer		300.00	300.00
3-5448 LOC Summer Wells/Jordan Sch		1,000.00	1,000.00
3-5450 Speaker Summer		7,500.00	7,500.00

Oregon City/County Management Association

Budget vs. Actuals: OCCMA CY2022

January - February, 2022

	TOTAL		
	ACTUAL	BUDGET	REMAINING
Total 3-5440 Summer Conference		49,300.00	49,300.00
3-5600 NW Women Academy			
3-5601 LOC Admin Svcs NWWLA		2,500.00	2,500.00
3-5602 Other Administration	6,190.00	10,566.00	4,376.00
Total 3-5600 NW Women Academy	6,190.00	13,066.00	6,876.00
Total 3-5100 Conferences	6,190.00	73,966.00	67,776.00
3-5700 Oregon Latino's in Local Government			
3-5701 LGHN Dues	9,075.00	18,000.00	8,925.00
3-5702 Meetings & Events		2,500.00	2,500.00
Total 3-5700 Oregon Latino's in Local Government	9,075.00	20,500.00	11,425.00
3-6000 Operations Expense			
3-6001 LOC Services		31,965.00	31,965.00
3-6016 Board Functions		6,000.00	6,000.00
3-6018 ICMA Membership- Executive		2,000.00	2,000.00
3-6020 Coaching Program		1,000.00	1,000.00
3-6021 Conference Calls		100.00	100.00
3-6027 Marketing/Supplies	496.33	1,000.00	503.67
3-6033 Miscellaneous		1,500.00	1,500.00
3-6034 Miscellaneous Credit Card Exp	250.82	3,000.00	2,749.18
3-6036 National/Committee Travel		8,000.00	8,000.00
3-6039 Newsletter		2,500.00	2,500.00
3-6042 Postage		400.00	400.00
3-6045 Printing, Fax		300.00	300.00
3-6051 Scholarships Charlie Henry		3,000.00	3,000.00
3-6054 Senior Advisor		14,000.00	14,000.00
3-6057 Web Support		1,500.00	1,500.00
3-6058 Audit		8,000.00	8,000.00
3-6059 Sponsorship of Other Organizations		2,000.00	2,000.00
3-6060 Managers In Transition		2,500.00	2,500.00
Total 3-6000 Operations Expense	747.15	88,765.00	88,017.85
Total Expenses	\$16,012.15	\$183,231.00	\$167,218.85
NET OPERATING INCOME	\$55,744.05	\$ -15,681.00	\$ -71,425.05
NET INCOME	\$55,744.05	\$ -15,681.00	\$ -71,425.05

Oregon City/County Management Association
Transaction List by Vendor
 January - February, 2022

Date	Transaction Type	Num	Memo/Description	Account	Amount
Dave Kanner					
01/21/2022	Bill Payment (Check)	2576912	ICMA SENIOR ADVISOR REIM	3-1001 Checking	-338.52
Dave Waffle					
01/21/2022	Bill Payment (Check)	2577777	ICMA SENIOR ADVISOR REIM	3-1001 Checking	-60.93
David Clyne					
01/21/2022	Bill Payment (Check)	2576907	DC ICMA Senior Advisor REIM	3-1001 Checking	-922.80
LOC					
02/15/2022	Bill Payment (Check)	2764588	Food and beverage for OCCMA Retreat	3-1001 Checking	-4,515.16
02/15/2022	Bill Payment (Check)	2764589	Oct, Nov, Dec 2021 @ \$2083.33 per contract	3-1001 Checking	-7,031.24
02/15/2022	Bill Payment (Check)	2764592	NWWLA email account charges on LOC bill, 6 months July - December	3-1001 Checking	-36.00
Local Government Hispanic Network					
02/16/2022	Bill Payment (Check)	2782512	OLLG Chapter affiliation dues	3-1001 Checking	-9,075.00
Sheila Ritz					
01/21/2022	Bill Payment (Check)	2576908	Expense for Senior Advisor	3-1001 Checking	-84.32

Monday, Mar 21, 2022 08:27:28 AM GMT-7



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Program Coordinator
Date: March 21, 2022
Subject: Summary of Contracts Executed on Behalf of OCCMA

Since the last meeting on January 28, 2022 OCCMA has entered into an agreement with Canopy Wellbeing to offer counseling service to managers in transition.

Canopy Subscription Agreement

This Subscription and License Agreement ("Agreement"), effective as of February 1, 2022 ("Effective Date"), is between Cascade Inc., dba Canopy Wellbeing, an Oregon corporation, located at 7180 SW Fir Loop Suite 100, Portland, Oregon, 97223 ("Canopy") and the Oregon City County Management Association (OCCMA), an Oregon company ("Customer" or "Employer") (each a "Party" and collectively, the "Parties").

This Agreement governs the provision of certain EAP services offered by Canopy (the "Service" or "Services") to Customer and sets forth the terms and conditions under which those Services will be delivered.

This Agreement applies to members of OCCMA who are Managers in Transition access to, and use of, all or part of any service of Canopy. Managers in Transition are defined as any active members in OCCMA who have resigned or been removed from a position in local government. They may retain active membership status for a period of three years, or for a longer period if authorized by a majority vote of the Board.

AGREEMENT

In consideration of the mutual covenants and promises contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Services

Canopy shall provide the Services listed on Exhibit A to Customer. Customer may opt for Additional Services as described in Exhibit A by executing an additional Order Form.

2. Term of Subscription

This Agreement will commence upon the Effective Date and continue for the one-year initial term unless this Agreement is terminated earlier in accordance with the terms of this Agreement. This Agreement will automatically renew for additional successive one-year terms unless at least 60 days before the end of the then-current term either party provides written notice to the other party that it does not want to renew.

3. Fees

The subscription fees for the Term shall be calculated at the rates listed in Exhibit A, per employee per month (the "Subscription Fees").

4. Rate Guarantee

No later than ninety (90) days prior to the Agreement anniversary date, Canopy will provide Customer with the PEPM rate and supplemental fees applicable to the next renewal term and such service fees will become effective on the Agreement

anniversary date unless this Agreement is terminated pursuant to the terms of Agreement. Canopy may not increase Subscription Fees nor decrease services during the term of this agreement.

5. Payments

Canopy shall bill Customer for the Subscription Fees on a monthly basis. Unless otherwise agreed to in writing by the Parties, Customer will pay all invoiced fees within thirty (30) days of receipt of the applicable invoice.

6. Suspension of Services

Canopy reserves the right to suspend or terminate access to services provided by third-party vendors upon sixty (60) days' written notice if, in Canopy's judgement, such services cease to be available on commercially reasonable terms from third party vendors. If Canopy elects to suspend or terminate any such services, the remaining provisions of this Agreement will remain in full force and effect, except that Canopy will adjust its Fees prorate to reflect the suspension or termination of these services.

7. Termination

This Agreement shall continue in effect until terminated as set forth herein. This Agreement may be terminated (a) by Canopy, if Customer fails to pay Subscription fees when due; or (b) by Customer, without cause, on sixty (60) days' written notice. Canopy shall have the right to recover all direct damages resulting from any breach by End User of this Agreement, including, without limitation, all unpaid fees under Section 3 (Fees) and

Section 4 (Payments). End Customer's payment obligations under this Agreement are non-cancellable and non-refundable.

8. User Eligibility

Eligible employees and family members are those persons eligible for EAP benefits under Customer Employment policy.

9. Limited License

Unless otherwise indicated, the Services and all content and other materials therein, including, without limitation, the Canopy trademark, logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Materials") are the proprietary property of Canopy and are protected by intellectual property laws.

Upon acceptance of the Terms of Use, Privacy Policy, and compliance with all of the terms and conditions stated herein, Canopy hereby grants Customer and Users a non-exclusive, non-transferable, and non-sub-licensable limited license for the term of this Agreement to use the Services and Materials. Customer will promptly discontinue the display or use of any Materials to change the manner in which a Material is displayed or used when requested by Canopy. Other than the express licenses granted by this Agreement, Canopy grants no right or license to Customer, by implication, estoppel or otherwise, to the Materials or any Intellectual Property Rights of Canopy.

Such license is subject to this Agreement and the Terms of Use and does not include: (a) any resale or commercial use of the Services; (b) modifying or otherwise making any derivative uses of the Services and Materials, or any portion thereof; (c) use of any data mining, robots or similar data gathering or extraction methods; (d) downloading (other than the page caching) of any portion of the Services, the Site Materials or any information contained therein, except as expressly permitted on the Services; or (e) any use of the Services or the Materials other than for its intended purpose. Any use of the Services or Materials other than as specifically authorized herein, without the prior written permission of Canopy, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including, without limitation, copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement or the Terms of Use shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any

intellectual property or other right and any goodwill associated therewith.

10. Intellectual Property

Customer acknowledges that the Services and any copies that Customer and/or Users are authorized by Canopy to make are the intellectual property of Canopy. Canopy warrants that it owns, controls, or otherwise has full rights to use all software utilized in connection with providing the Services. With regard to Canopy proprietary elements of the structure, organization and code of the system used to provide the Services, such elements are the valuable intellectual property and confidential information of Canopy and are protected by copyright laws, including without limitation United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. With regard to the proprietary elements of Canopy system, Customer acknowledges that Canopy retains the ownership of all patent rights, copyrights, trade secrets, trademarks and other intellectual property rights to those elements as they are used in connection with the Services.

11. Trademark Information

Canopy and the Canopy logo are trademarks of Canopy. Other product or company names referred to on the Services may be trademarks of their respective owners. Customer may not use any trademark, service mark, domain name, logo, company name, trade name or indicia of origin of Canopy or any third party without permission from the owner of the applicable trademark, service mark, domain name, logo, company name, trade name or indicia of origin.

12. Confidentiality

Health Information and Protected Health Information.

Canopy agrees to protect the confidentiality of participants and their individually identifiable health information ("Protected Health Information" as defined in 45 CFR §164.501) in accordance with the requirements of state and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). All records of participants are and will remain the property of Canopy.

Both Canopy and Customer shall treat individually identifiable health information as confidential and will take reasonable precautions to safeguard the privacy, security, and confidentiality of all Protected Health Information and other such individually identifiable health information.

13. WARRANTY DISCLAIMER

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE PARTIES UNDERSTAND AND AGREE THAT THE SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CANOPY MAKES COMMERCIALY REASONABLE EFFORTS TO TRY TO KEEP THE SERVICE UP AND RUNNING, AND SAFE, BUT CUSTOMER USES IT AT CUSTOMER'S OWN RISK. CANOPY PROVIDES THE SERVICE WITHOUT ANY REPRESENTATION OR GUARANTY THAT THE SERVICE WILL BE SAFE OR SECURE. CANOPY IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND CUSTOMER RELEASES CANOPY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM THAT INVOLVES THIRD PARTIES.

14. Limitation of Liability

To the maximum extent permitted by applicable law, Canopy and its officers, directors, employees, shareholders or agents shall not be liable for any indirect, punitive or consequential damages, or any other damages of any kind, including but not limited to loss of income, profits, goodwill, data, contracts, use of money, or loss or damage arising from or connected in any way to business interruption, whether in tort (including without limitation negligence), contract or otherwise, arising out of or in connection with the use of or inability to use the Services, the content or the materials contained in or accessed through the Services, including without limitation any damages caused by or resulting from reliance by a User on any information obtained from Canopy, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to Canopy's records, programs or services. In no event shall the aggregate liability of Canopy, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, arising out of or relating to the use of or inability to use the

Services exceed any compensation Customer pays to Canopy for access to or use of the Services during the six (6) month period immediately preceding the events giving rise to the damages. Some jurisdictions do not allow the limitation of liability in contracts with consumers, so some or all of these limitations of liability may not apply to Customer.

15. Limited Liability and Warranties

Canopy warrants that it and its third-party vendors will make every effort to ensure the accuracy of the information or the appropriateness of any service or product provided to Customer's members. Referrals given by Canopy to Customer's members for elder or childcare, legal or financial consultation services or other community services are not endorsements or recommendations for the referred programs or providers. The responsibility for selecting and engaging such providers lies solely with the employee. Vendors and such other providers are not and shall not be deemed agents of Canopy or Customer.

16. Indemnification

Canopy shall save, defend, indemnify, and hold harmless the Customer, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the negligent acts or omissions of Canopy or its subcontractors, officers, agents, or employees acting under this Agreement. Customer shall save, defend, indemnify, and hold harmless Canopy, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the negligent acts or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Agreement.

17. Publicity

Canopy may identify Customer as a client of Canopy in marketing materials.

18. Compliance

Customer and Canopy shall comply with all applicable laws in the administration of this Agreement and the operation of the employee assistance program provided by Canopy for Customer, including but not limited to the Americans with Disabilities Act, the Health Insurance Portability and Accountability Act (HIPAA), the Genetic Information Nondiscrimination Act, the Health Information Technology for

Economic and Clinical Health (HITECH) Act, and any and all applicable laws.

Customer agrees to be solely responsible and financially liable for any non-compliant messages sent pursuant to this Agreement. Customer agrees to defend and indemnify Canopy for any claim of an alleged violation of the regulations promulgated thereunder, or any state laws covering the same subject-matter that relates to any communication made by Customer relating to Canopy or this Agreement.

19. Governing Law; Venue

Access to and use of the Services and this Agreement are governed by U.S. federal law and/or the laws of the State of Oregon, without resort to conflict of law provisions. Any legal action or proceeding relating to Customer's access to, or use of, the Services or this Agreement shall be instituted only in a state or federal court located in Washington County, Oregon. Customer agrees to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

20. Injunctive Relief

The parties acknowledge that the Services and each party's Confidential Information are unique property, and the unauthorized use thereof may cause the injured Party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, the Parties agree that the injured Party will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of each Party's Confidential Information, the Services, or any information or data contained therein.

21. Notices and Assignment

All notices hereunder must be in writing and sent by hand delivery; or by postal service, postage prepaid; or by expedited mail courier service; or by electronic mail (e-mail) to the addresses listed below. Notices are deemed received and effective as follows: If hand-delivered, upon delivery; if sent by e-mail, upon sending; if mailed, upon the earlier of (i) receipt or (ii) three days after being deposited in the mail. If the addressee provided for below rejects or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was appropriately given, then notice is effective upon the rejection, refusal or inability to deliver. Either Party may change its

notice address by giving written notice to the other Party in a manner prescribed above.

The terms of this Agreement shall be binding on the Parties, and all successors to the foregoing who take their rights hereunder. Neither Party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other Party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void.

22. Independent Contractors

Each Party shall act at all times as an independent contractor, and the Agreement shall not establish any fiduciary relationship or other relationship of partnership, joint venture, employment, franchise or agency between them. Neither Party shall have the authority to enter into any commitments on behalf of or otherwise bind the other Party without the express written consent of the other Party.

23. All Amendments in Writing

No variation, waiver, modification or amendment of this Agreement shall be binding upon either Party unless in writing executed by the duly authorized representatives of both Parties. This Agreement may not be supplemented or modified by course of dealing or performance. The waiver or failure of either Party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

24. Severability

If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

25. Taxes.

Customer shall be solely responsible for collecting and remitting any and all applicable sales and use taxes pursuant to this Agreement. In no event shall Canopy be liable for any taxes owed by Customer, including for Customer's use of the Services. Each Party shall bear sole responsibility for all taxes, assessments, and other ad valorem levies on its owned property.

26. Additional Terms.

Canopy and Customer agree that the Additional Terms listed on Exhibit A shall apply to this Agreement.


27. General

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each Party has signed the counterpart. Facsimile or electronic signatures will be deemed original signatures for all purposes under this Agreement.

By signature below, Canopy and Customer have each caused this Agreement to be executed by their duly authorized representative as of the Effective Date and such execution evidences each Party's acceptance of and agreement with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized

**CASCADE CENTERS, INC DBA CANOPY
WELLBEING**

By 
Name Anthony Brown
Title CEO

7180 SW Fir Loop Suite 100
Portland OR 97223

Date: December 8, 2021

**OREGON CITY COUNTY MANAGEMENT
ASSOCIATION (OCCMA)**

By 
Name Susie Marston
Title 2022 OCCMA President

Address: 1201 Court Street NE, Suite 200
Salem, OR 97301

Date: February 1, 2022

Exhibit A

Canopy EAP Services	Fee
One Time Set Up Fee	Waived
Administrative Services : <ul style="list-style-type: none"> Initial Case Set-up or Phone Intake Billing & Account Maintenance Subsequent Appointment Maintenance 24/7/365 crisis telephone coverage: Staffed by professional counselors	\$150.00 per month
Interactive EAP Website <ul style="list-style-type: none"> Self-Assessments Videos Webinars Legal Resource Center 	Included
Clinical Services : <ul style="list-style-type: none"> Diagnosis and Treatment Planning – up to 3 sessions per unrelated incident for each member/family unit. Sessions available face-to-face, telephonic or live online virtual sessions through secure video or chat. Telephone Consultation Wellbeing Text Support Career Development Services 	\$125.00 per hour
Promotional Materials* <ul style="list-style-type: none"> Posters (available in English and Spanish) Tear-Offs for Posters Brochures (available in English and Spanish) Wallet Cards - EAP or Wellness (if applicable for the program) Flyers (color) Flyers (black and white) <p>* Available free via our website</p>	\$1.25 each \$2.54 each \$0.54 each \$0.17 each \$0.50/each \$0.40/each



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Program Coordinator
Date: March 21, 2022
Subject: Budget Transfer of Remaining Host Committee Funds

On February 4, 2022 the Host Committee met for its final meeting and discussed the revenue and expense report for the ICMA 2021 Annual Conference. The remaining balance of the fund is \$9,548.47. The only remaining expense that is unaccounted for is the cost of the layout for the final report of the Host Committee. Co-Chair Nebel said this cost will be less than \$1,000, meaning the remaining funds should be at least \$8,500.

On March 10, 2022 the OCCMA Scholarship Committee met to make a recommendation to the OCCMA Board of Directors on how these funds could be utilized. Currently OCCMA has two scholarship funds: the Charlie Henry Scholarship Fund and the Roger Jordan Perpetual Training Scholarship Fund. The purpose of the Charlie Henry Scholarship is to provide scholarships to OCCMA members to attend the summer conference with priority going to active members of OCCMA and members in transition. The purpose of the Roger Jordan Scholarship is to provide scholarships for university students to attend the summer conference. In the past the Roger Jordan Scholarship has covered registration, on-site meal expenses, lodging and travel. The Charlie Henry Scholarship has covered registration and all on-site meals at no cost. Applicants could also request scholarship funds to reimburse up to \$400 for other expenses related to the conference such as lodging and travel. The Scholarship Committee is recommending increasing the reimbursable expenses to \$600 for this year's conference.

The Northwest Women's Leadership Academy (NWWLA) also provides scholarships for their cohort members to attend the academy.

The Scholarship Committee is recommending the remaining \$8,500 be distributed as follows:

Scholarship Fund	Amount	Budget line-item
Roger Jordan Perpetual Training Scholarship Fund	\$5,100	3-4411
Charlie Henry Scholarship Fund	\$2,400	3-4785
NWWLA Scholarship Fund	\$1,000	3-4607

Recommended Motion

I move the 2022 Budget be amended to allocate \$8,500 from the ICMA 2021 Host Committee Account to the following scholarship funds: \$5,100 to the Roger Jordan Perpetual Training Scholarship Fund; \$2,400 to the Charlie Henry Scholarship Fund; and \$1,000 to the NWWLA Scholarship Fund per the Scholarship Committee's recommendation. If there are remaining funds in the ICMA 2021 Host Committee Account after the final report is completed, they should be transferred to the {insert scholarship fund or funds}.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Program Coordinator
Date: March 21, 2022
Subject: Senior Advisor Vacancy

On November 18, 2021 the board declared Senior Advisor vacancies in Regions 5 and 8 due to the resignation of Wes Hare and Larry Lehman. Staff opened the recruitment on November 22, 2021 and asked for statements of interest and resumes to be submitted by December 31, 2021. On January 28, 2022 the board reviewed an application submitted by Nolan Young and unanimously recommended his appointment to serve as a Senior Advisor to Region 8. ICMA confirmed his appointment on February 9, 2022. Since that meeting staff has received statements of interests from Ric Ingham and Rob Drake to fill the remaining vacancy in Region 5.

Article 8, Section 2 of the OCCMA Bylaws Policy Annex lists the qualifications that must be met for the role:

1. A resident of Oregon at the time of appointment.
2. At least ten years' experience as an appointed chief administrative officer (CAO) and/or an assistant/deputy CAO in local government.
3. Recognition as a respected manager in Oregon and/or another state.
4. A willingness to participate in the program for at least nine months each year throughout the duration of the appointment.
5. A current member of OCCMA and ICMA at time of appointment and to maintain such memberships during service as Senior Advisor.
6. A commitment to follow the outline of responsibilities for Senior Advisors and the ICMA Senior Advisor Program Guidelines and Manual.
7. Have an active phone number and email address.
8. Substantially retired and/or not engaged in a business that could create a conflict of interest.

Initial appointments shall be made jointly by the President of OCCMA, with Board concurrence, and the Executive Director of the ICMA.

The action for the board is determine next steps for the Region 5 vacancy. This could include making an appointment to be forwarded to ICMA or to set up a interview committee that could bring a recommendation to President Marston and the OCCMA Board of Directors at a special meeting.

Attachment:

1. Ric Ingham's statement of interest and resume
2. Rob Drake's statement of interest and resume

Attachment 1

February 26, 2022

Angela Speier
OCCMA Program Coordinator
1201 Court St NE #200
Salem, OR 97301

RE: Statement of Interest

Dear Ms. Speier,

Please accept the enclosed resume and cover letter as my Statement of Interest for the Benton, Lane and Linn Senior Advisor position. During my 16-year tenure as City Administrator of Veneta I've built strong relationships with both the urban and rural city administrators/managers in Lane County. Specifically, to the region referenced, I've built numerous relationships with city recorders, city administrators and managers while serving as the Vice Chairman of Region 3's Small City Network as well as my time on the Cascade West Economic Development District board of directors. That EDA sponsored Economic Development District serves Lane, Linn, Lincoln and Benton counties.

I've prided myself on building strong relationships in whatever capacity I've held in my 28-year career while serving non-metro communities throughout Oregon. I've built lasting regional relationships while working in Baker and Klamath counties in the 90's and expanded those relationships while in Central Oregon working on behalf of Deschutes, Jefferson and Crook counties as that region's Economic and Community Development Manager. That position had me also working in Harney, Lake and back to Klamath county. During those years my direct contacts were often city managers, county administrators, economic development practitioners, elected officials and numerous state agency employees.

In April of this year, I will be returning to Veneta. During my two-year COVID hiatus in Idaho I've maintained my OCCMA and ICMA memberships. To stay professionally and civically engaged in Oregon I've assisted Rural Development Initiatives (RDI) with both Idaho and Oregon projects, but the bulk of my engagement has been environmentally focused assisting the Oregon Natural Desert Association and the Oregon Natural Desert Trust with projects in eastern Oregon.

I've always valued the role that past Range Riders and now Senior Advisors have played in assisting their fellow colleagues. Having worked with Wes Hare and many of the past region's Senior Advisors I believe I have a good understanding of the requirements and commitments the position necessitates.

I can be reached at the contact information listed below and would be happy to answer any questions that the OCCMA and ICMA review committee members may have. Thank you for your consideration and opportunity to apply for this position with the Senior Advisor Program.

Respectively,

Ric Ingham
Ringham100@gmail.com
(541) 913-2725

R. Ric Ingham

■ Veneta, OR 97487 ■ (541) 913-2725 ■ RINGHAM100@GMAIL.COM

Professional Experience

City Administrator

CITY OF VENETA

2/04 – 1/20

VENETA, OREGON

- Responsible for the overall management, administration, and direction of the City's operations, employees, and contracted staff pursuant to established policies, procedures and City Council direction.
- Provide direct supervision to three department managers and the City Recorder. Those management position include: Community Services Director which provides management oversight to all capital development projects, planning and parks departments; Public Works Superintendent which oversees all day-to-day operations of water, wastewater, stormwater, parks and street facilities; and a Finance Director which provides management oversight to all budget functions, utility billings, municipal court and all accounts payable and receivables.
- Direct responsibility for public safety (contracted law enforcement), economic development, urban renewal and serve as the City's Planning and Building official.

Community & Economic Development Manager

CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

9/95 – 5/03

REDMOND, OREGON

- Coordinated all COIC community and economic development activities for Deschutes, Jefferson and Crook counties. Identified and developed resources to support those activities.
- Managed department that included project coordinators, project administrators, natural resource specialists, telecommunication and transportation planners.
- Directed a three county Economic Development District. Coordinated EDA's Overall Economic Development Plan for the region that included industry, infrastructure and resource development.
- Facilitated local and regional community and economic development planning efforts for local partners and advocated for improvement of local infrastructure needs.
- Coordinated efforts that integrated natural resources and social services into regional community and economic development planning.
- Cultivated relationships with local, regional, state and federal funding partners.
- Provided feedback to state and federal partners on program needs and criteria, performance indicators and policies.

Economic Development Specialist

THE KLAMATH TRIBES

6/95 - 9/95

CHILOQUIN, OREGON

- Assisted the Tribes in attaining their self-sufficiency goals.
- Completed a two year economic development workplan.
- Coordinated tribal economic development activities with non-Tribal agencies.
- Assisted in developing and implementing a land acquisition program.
- Responsible for the staffing of a Small Business Development Center.

Executive Director

BAKER COUNTY VISITOR & CONVENTION BUREAU

6/91 - 5/95

BAKER CITY, OREGON

- Responsible for long range strategic planning, implementation and evaluation of Baker County's tourism industry.
- Developed strategic goals that positioned Baker City as the premier rural historical destination in the northwest.

- Developed fall, winter and spring travel products.
- Managed advertising, public relations, and sales.
- Administered grants and was the County's tourism liaison between public entities and private industry.

Education

Bachelor of Science, Business Administration

1991

OREGON STATE UNIVERSITY

CORVALLIS, OREGON

- Minors in Economics and Tourism Development.
- Curriculum focus in marketing and rural planning.

Professional Awards

Outstanding Community Leadership

2006

OREGON ECONOMIC DEVELOPMENT ASSOCIATION

Herman Kehrli Award

LEAGUE OF OREGON CITIES

Outstanding Public Employee

2019

LANE COUNCIL OF GOVERNMENTS

Professional/Civic Engagement

Cascade West Economic Development District

02/16 - 12/19

Lane Area Commission on Transportation

04/14 - 12/19

Lane Economic Committee

02/08 - 12/19

League of Oregon Cities Small Cities Network

2/05 - 2/18

REGION 3 VICE CHAIRMAN

Lane Metro Partnership

09/06 - 01/14

Long Tom Watershed Council

09/06 - 02/12

VICE CHAIRMAN

Lane Council of Government Budget Committee

03/09 - 04/17

Lane Transit District West Eugene Corridor Study

8/07 - 02/11

Upper Deschutes Watershed Council

3/01 - 01/04

SECRETARY/TREASURER

City of Bend Budget Committee

3/00 - 1/04

Bend Development Board (Urban Renewal Agency) Budget Committee

5/03 - 01/04

Attachment 2

From: [Rob Drake](#)
To: smarston@cityofgervais.com
Cc: [Angela Speier](#)
Subject: Senior Advisor Position
Date: Thursday, March 3, 2022 4:06:15 PM

Hi Susie,

Dave Waffle suggested that I contact you and copy Angela Speier with LOC. I am interested in serving as a part-time Senior Advisor. I have announced my retirement from the City of Cornelius City Manager position effective July 1, 2022. It was a tough decision to retire. I have enjoyed my municipal career immensely and have appreciated the four cities that I managed over a 27-year period. I have also met with David Clyne and we met to discuss the duties of a Senior Advisor.

I came into my municipal career through an elective door! I served as Beaverton's full-time Mayor/CEO for sixteen years. After leaving office after four terms, I served six-month Interim City Manager contracts in Tillamook and Carlton. When finishing-up in Carlton, I was called by one of the City Councilors from Cornelius who asked that I apply for their vacant City Manager position. I was selected and have served one month over ten-years in Cornelius. This is a combined 27-years of daily City Manager experience.

Throughout my municipal career, I have regularly attended LOC and NLC conferences. I was a regular attendee of trainings and seminars and found them to be invaluable in assisting me in my city management career. I am a past board member of the LOC Board of Directors and served as LOC President in 2003. I earned a BS in Psychology and Law Enforcement from Portland State University (PSU) in 1971. Though I started an MBA at PSU in about 1980 I didn't complete it.

As a retiree, I will have the interest and time to serve as a Senior Advisor. I have enjoyed mentoring and advising other City Managers throughout my municipal career. I have the necessary energy level to serve and be supportive of other managers. I would like to return the favor for the good advice and support that I have received from others in our business throughout my career!

Please contact me if you have questions. My office number through June 2022 is 503-992-5301 and personal cell phone is 503-781-3160. My home e-mail is drarej@comcast.net

Sincerely, Rob Drake
City Manager
City of Cornelius

Rob Drake
City Manager
City of Cornelius
1355 N Barlow Street
Cornelius, OR 97113
Phone 503-992-5301

rob.drake@corneliusor.gov

If you believe you have received this email by mistake, please inform us by an email reply and then delete the message. Also, the integrity and security of this email cannot be guaranteed over the Internet.

Rob Drake

[REDACTED] Beaverton, OR 97007
(503) 781-3160 drarej@comcast.net

QUALIFIED BY: Extensive background, expertise and leadership for multiple public service agency and private industry positions at senior management level. Currently City Manager for City of Cornelius for past decade. Served 16 years successfully as Mayor/CEO for the City of Beaverton, an agency with 490 employees; served 6 mos. as Interim City Manager for City of Tillamook and 6 months as Interim City Manager for City of Carlton; direct management of operations, financial management, budget preparation and oversight for multiple private industry companies and four cities; human resources hiring, training and problem-solving; and community relations and quality customer service development and implementation.

Highlights:

- 16 years as elective Mayor/Chief Executive Officer for major Oregon city.
 - Lobbied the Oregon Legislature and members of Congress 26 years for Cities of Beaverton, Cornelius and two interim cities, and on behalf of the League of Oregon Cities.
 - Successfully worked with Oregon Legislators, members of Congress and staff for 26 years.
 - Served in multiple senior management level positions while in private industry.
 - Developed policies, long-and short-range goals and plans, public relations outreach efforts and activities supporting strategic priorities.
 - Served on multiple local, statewide and national boards, commissions, non-profit boards and advisory panels related to public service agency and private industry positions.
 - Recognized for positive outlook, attention to detail, customer service emphasis, collaborative style, strong ethics, management expertise, high energy, effective communications style, and successfully managing many issues simultaneously.
-

EXPERIENCE:

February 2012-present

City Manager-City of Cornelius, OR

Currently serving as full-time City Manager managing 55 FTEs. Responsible for managing full-service city of 13,600 residents. Applied for and secured \$5.4 million Washington County MSTIP road fund grant to improve 10th Avenue, which is major access road to industrial park in Cornelius. Applied for and received multiple CDBG and other significant grants, including funds from the Oregon Legislature covering over half the cost of our new City Library in 2019.

Aug. 2011-through January 2012

Interim City Manager-City of Carlton, OR

Served as Interim City Manager, through January 2012, during search for permanent City Manager replacement. Retained to manage full-service city government and urban renewal agency for city of 2,015 residents and managed 11 FTEs. Applied for and secured \$600,000 in grants.

Aug. 2010-through January 2011

Interim City Manager-City of Tillamook, OR

Served as Interim City Manager, through January 2011, during search for permanent City Manager replacement. Retained to manage full-service city government and urban renewal agency for city of 5,000 citizens and 32 FTEs. Applied for and secured \$1 million grant from DEQ in December 2010 to fund balloon interest payment for wastewater treatment plant loan.

1993-2008 *Mayor/Chief Executive Officer-City of Beaverton, OR*

Served 16 years, from 1993 through 2008, as elected full-time Mayor and Chief Executive Officer for the City of Beaverton. Managed 490 FTE's with an annual budget of \$175 million. The city population was 89,500 at that time. Responsible for all aspects of managing the City on a daily basis, as designated by the City Charter, and serving in the capacity of the city manager. Regularly prepared long-and short-range goals and plans, city code, city council agenda bills, staff reports, city financial and budget documents, and policy papers. Directly managed each of the City's Department Heads, including Police Chief, Community Development Director (including Building Dept.), Finance Director, Human Resources Director, Fire Chief, City Librarian, Public Works Director, Engineering Director and Chief of Staff. Community Development Block Grant (CDBG) and Economic Development Department staff worked in the Mayor's Office directly under my supervision. Partnered and worked closely with the City Council. City population increased 60% during my service. Served 16 years as chief lobbyist for City. Developed strong expertise in working collaboratively with regional, state and federal elected officials, local business leaders, business organizations and lobbyists. Testified before state and national Legislative committees. Provided testimony on affordable housing, consumer issues, transportation funding, land use law, liquor laws and regulations, public safety, environmental law and regulations, and multiple issues pertinent to cities. In 2006, I provided expert testimony to a US House of Representatives subcommittee in Washington, DC on behalf of the National League of Cities. Possess a demonstrated statewide reach that includes service as President for the League of Oregon Cities in 2003, Chair of the statewide Oregon Liquor Control Commission Task Force in 2002-2003, and in 2003 as a member of the statewide Industrial Lands Task Force. The Task Force positions were appointed by Governors Kitzhaber and Kulongoski, respectively. Lobbied Oregon State Legislators and members of Congress 16 years on behalf of the City of Beaverton, League of Oregon Cities, National League of Cities, and Department of Homeland Security's SAFECOM Executive Committee.

Reviewed each department's line-item budget during the budget preparation process and made recommendations for improvements in the document, services and direction. For each year of my leadership of the City, Beaverton received the Government Finance Officers Association (GFOA) top two budget awards: the prestigious GFOA Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Preparation Award. The City audit received an "unqualified clean opinion" from our outside, independent auditors for each of my 16 years service as Mayor.

During my tenure, Beaverton's high quality of life was widely recognized and we received multiple honors. In 2005, Beaverton was named an All America City Finalist and in 2006 was awarded one of the Top-100 Best Places to Live by *Money* magazine. From 2006 through 2008, Beaverton was recognized by the Morgan Quitno Press as the safest city in the northwest. In 2007, we converted 100% of city facilities to green wind power. As a result, the EPA named Beaverton a Green Power Community, one of only 11 in the nation. In 2008, Beaverton was recognized as a three-time Bronze Level Bicycle Friendly Community recipient. Beaverton established and maintained Tree City USA status during my service.

1991-1992 *Operations Director-Decision Point Data-Tualatin, OR*

Served as member of the executive management team and responsible for all daily operations and functions of a small high technology company. Established daily operations procedures, managed technical and clerical staff, and implemented multiple companywide initiatives and processes.

1974-1991 *Sales Supervisor Wonder Bread/Hostess Cake Co.; On Premise and Fine Wine Division Sales Manager Columbia Distributing/Maletis Beverage; and General Sales Manager Hinman Vineyards – Portland and Eugene, OR*

Served a combined 17 years in key sales and senior management level positions for three food and beverage wholesalers in broader Portland area and statewide markets. Responsible for area sales management for all three companies, including day-to-day management of sales teams and P&L responsibilities. My teams regularly received multiple national sales awards for their sales excellence.

CURRENT AND PAST PROFESSIONAL MEMBERSHIPS AND HONORS

- All-America City Award, City of Cornelius, June 2019
- Institute of Portland Metropolitan Studies Board, Portland State Univ., 1994-2020
- Community Housing Fund of Washington Co., Board Chairman 2011-13, 2009-present
- Beaverton School District Audit Committee, 2009-present
- Tualatin Hills Park & Rec. District Bond Oversight Comm., 2011-2017
- Westside Economic Alliance (WEA) Board, 1994-2008
- Beaverton Area Chamber of Commerce Board, 1994-2008
- Community Action of Washington County Board of Directors, Member, 1994-2008
- Joint Water Commission (JWC), Member, 1993-2008
- Federal Economic Development District (EDD), founding Chair, 2007-08
- Metro's JPACT Transportation Committee Member, 1993-2008
- Metro's MPAC Land Use Committee Member, Chair 1997, 1993-2008
- Regional Emergency Management Group, Co-founder and Chair, 1993-2008
- National League of Cities Public Safety & Crime Prevention Steering Committee Member and Vice Chair, 1999-2002 and 2005-08
- League of Oregon Cities Board of Directors, Member, 1998-2008
- Dept. of Homeland Security's SAFECOM Executive Committee Member and Vice Chair, Washington, DC, 2006-08
- James C. Richards Memorial Award, League of Oregon Cities, 2008
- Contributed chapter in book, Safeguarding the Homeland: Governors & Mayors Speak Out, released in October 2009
- Distinguished Service Award to Portland State University, recipient, 2005
- St. Mary's Home for Boys Board of Directors, Member, 1998-2004
- League of Oregon Cities, President, 2003
- Leadership Award of Merit recipient, Oregon Mayors Association, 2003

EDUCATION

Portland State University, Psychology & Law Enforcement, BS 1971



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Spencer Nebel, Past-President/Past-Chair of the Ethics Committee
Date: March 22, 2022
Subject: Ethics Policy Adoption

The Board of Directors initiated a rewrite of the OCCMA Rules for Enforcement of the ICMA Code of Ethics in 2021. Marty Wine and took the lead in the rewrite of these rules. The rules have been presented to the Board at the retreat in November, 2021. At the January Board meeting, the Board opted to proceed with notice to the membership of the Board's intent to approve new rules. This was posted on the listserv and in the newsletter. As a result, comments were received from David Clyne, Dave Waffle, and Preston Polasek. In addition, a couple of editorial changes were submitted by David Milliron that have been incorporated in the final draft.

The most substantive changes include a verification that conflicts of interest includes bias in Section 3. In Section 4, the language is clarified that the complainant may remain anonymous to the respondent and OCCMA membership, other than those directly involved in the investigation and adjudication of the complaint. Language has been modified to indicate that in the case of a private censure, or no violation, the complainant will be notified that the case was considered and resolved, and that no public action was taken. In the case of a public censure or greater, the later will specify the action taken by the Board. In Section 6 subsection D has been added to include violations of state ethics laws as determined by the Oregon Government Ethics Commission. In addition, in Section C language has been clarified that a guilty plea from a member that has been accepted by the Court also constitutes criminal conduct. I did not make any changes to the role of the Chair of the Ethics Committee at the hearing before the Board.

I appreciate the thoughtful comments from our members after this policy was posted for review by the OCCMA membership. I think this has continued to refine and improve the policies and would recommend that the Board adopt the OCCMA Rules for Enforcement of the ICMA Code of Ethics as presented in draft 6.

Respectfully Submitted

Spencer Nebel
Past-President, Past-Chair of the Ethics Committee

DRAFT 6
**OCCMA Rules for Enforcement
of the ICMA's Code of Ethics**

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Section 1. ICMA Code of Ethics

The ICMA Code of Ethics (Code) define the principles that serve as the foundation for the local government management profession and set the standard for excellence. Article 11 of the OCCMA Bylaws adopts the Code which requires OCCMA members to govern their conduct in accordance with the Code and its associated guidelines, and provides that members will submit to peer review for any allegations of unethical behavior. The Board shall have the authority to take disciplinary action up to and including expulsion from the Association, against any member which, in its judgment, may be appropriate to maintain the professional standards of the Association. Disciplinary action for violations of the Code may include public censure in which notice is given to members of OCCMA, the governing body of the member's, employer, and media, indicating that the Association strongly disapproves of such conduct.

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- A.) **OCCMA Ethics Committee.** Article 9 of the OCCMA Bylaws creates a standing Ethics Committee to assist the OCCMA Board of Directors in adjudicating ethics complaints.
- B.) **Ethics Committee Membership.** the OCCMA President shall make appointments of OCCMA members to serve on the Ethics Committee. All members shall serve a term of one year.
- C.) **Ethics Committee Chair.** The OCCMA President shall appoint an Association member to serve as Ethics Committee Chair. The Chair shall not be the OCCMA President or OCCMA Past-president, since both officers have specific responsibilities in reviewing ethics complaints.

Section 2. Complaints Against Oregon ICMA Members

Any complaints against members of OCCMA who are also members of the International City/County Management Association (ICMA) shall be forwarded by the OCCMA President to ICMA. Ethics complaints can also be directly submitted to ICMA. The rules of procedure for ICMA will apply to the investigation of reported violations of the Code for all ICMA members. The President of OCCMA will appoint a fact-finding committee, when requested by ICMA, to investigate any ethics complaints of OCCMA members who are also members of ICMA. OCCMA will not conduct a separate investigation of these complaints for those who are members of both organizations. OCCMA will accept sanctions as final for ethics violations made by ICMA. If ICMA issues a sanction of expulsion, permanent bar from future membership, or membership suspension, those same actions will be applied to OCCMA membership. A copy of the ICMA sanctions shall be kept by the Secretary/Treasurer of OCCMA for OCCMA members as provided by this policy.

Section 3. Complaints Against OCCMA Members

OCCMA is responsible for the investigation of ethics complaints against members of OCCMA who are not members of ICMA. The following policy outlines OCCMA's process to enforce provisions of the Code, including investigation and enforcement of any complaints and/or violations of the Code of Ethics. The OCCMA Board of Directors (Board) shall be responsible for making final decisions on matters pertaining to the enforcement of the Code of Ethics. The OCCMA Ethics Committee (Committee) shall be responsible for implementing these rules and shall have specific duties as set forth in this policy.

- A. **Timelines.** It is the intention that this policy be carried out carefully but expeditiously to minimize the time during which a member may be subject to possible disciplinary action while also ensuring the fairness of the process.
- B. **Bias and Conflicts of Interest.** No person may participate in the investigation or adjudication of a complaint brought under these Rules if that person's participation would otherwise create, or appear to create, bias impacting their ability to act impartially in reviewing the complaint.
- C. **Ethics as a Foundation of Membership.** All active members of the OCCMA are subject to the Code and are subject to sanctions for any violations whereof which occur during their membership. As a condition of membership, the OCCMA membership application shall include a provision that requires OCCMA members to acknowledge and adhere to the ICMA Code of Ethics. A member may be subject to sanctions for a violation, which continues while he or she is a member even though the conduct in question originated prior to admission for membership.
- D. **Former OCCMA Members.** If a complaint is made against a person who was an OCCMA member at the time the alleged violation occurred, but who is not a member of the OCCMA at the time the complaint is made, the complaint will be processed under this policy only if the former member agrees in writing. In no event shall consideration be given for an individual's re-admission to membership in OCCMA until an outstanding and unresolved complaint against the individual for conduct while formerly an OCCMA member has been reviewed in accordance with this policy. The OCCMA shall retain jurisdiction over an investigation of a respondent who, before the conclusion of the investigation, resigns from the OCCMA or otherwise allows his or her membership to elapse.

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Section 4. Ethics Complaint Resolution

- A. Complaints shall be received by the President of OCCMA, or the President-elect, if the President has a conflict of interest relating to the complaint. The form of complaint may be a written complaint or other written information, including media articles or email from any source indicating that a violation of the Code may have occurred. The complaint must be accompanied by documentation that supports the allegation of a violation of the Code. The complainant may remain anonymous to the respondent, the public, and OCCMA membership, other than those directly involved in the investigation and adjudication of the complaint.

B. Complaint Evaluation Process. The guidelines for addressing complaints received of violations of the Code are as follows:

1. Receipt of the Complaint. The complaint is directed to the OCCMA President. The President will determine whether the subject of the complaint (respondent) is an ICMA member or an OCCMA member.

2. Complaints Regarding Members.

a) If the subject of the complaint is an ICMA member, the complaint will be forwarded to the ICMA Executive Director or designee for review by ICMA by the Committee on Professional Conduct (CPC). ICMA may request that the OCCMA President appoint a fact-finding committee to interview the member and gather public information relative to the allegations in the complaint as necessary. If a sanction is made by ICMA, then the President will be notified, and this communication will be placed in a confidential file with the Secretary/Treasurer of OCCMA in accordance with these provisions.

b) If the subject of a complaint is an OCCMA member who is not an ICMA member, then the President will call a meeting of the President, Past-president, and Ethics Chair to review the complaint. If the complaint demonstrates the member's conduct may have violated the Code and contains the appropriate documentation, then the complaint will proceed to the next step. If additional information is required, the Ethics Chair will request information from the complainant, and once this information is reviewed, the President, Past-president and Ethics Chair will decide that, if the alleged violation occurred, could constitute a violation of the Code of Ethics. If that determination is made, the complainant will be investigated as provided in this policy. If a determination is made that the facts in the complaint do not constitute a violation of the Code, then the President will notify the complainant of this conclusion and the matter will be closed.

3. Notification to the Respondent.

a) The Chair of the Ethics Committee will provide written notification via registered mail marked 'Personal and Confidential' to the respondent that a complaint has been received regarding possible violations of the Code by that respondent. The notification should include:

- The nature of the complaint, including the Code Tenets that may have been violated;
- A copy of the complaint, if not submitted anonymously, or a summary of the complaint, if the complaint would reveal the confidentiality of the complainant;
- The documentation submitted as the basis for the complaint;
- A copy of the Code with guidelines;
- A copy of the OCCMA Rules of Enforcement of the Code.

b) The respondent will be provided 30 days to provide a response to the complaints and any questions posed by the Ethics Committee Chair. If there is no response, the complaint will proceed to subsection 6.

4. Respondent's Reply.

a) If the respondent indicates that the facts as outlined in the complaint are correct, then the complaint will go to subsection 6 for review by the Ethics Committee.

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b) If the respondent contests the facts as provided in the complaint, then the Ethics Committee Chair will appoint a fact-finding committee of members of the Ethics Committee, or other members, including senior advisors, who will investigate and objectively review the facts of the case. The Fact-finding Committee will consist of at least three members.

5: Fact-Finding Committee Responsibilities.

a) The Fact-finding Committee will investigate the facts surrounding the allegations in the complaint by offering to interview the member, and using the records request process and preparing a summary report for the Ethics Committee. The Fact-finding Committee members are encouraged to use non-governmental email addresses and other private communications to avoid creating public records that could be subject to a public records request and to protect the confidentiality required for this review.

b) The Fact-finding Committee will request the OCCMA Secretary/Treasurer to review the ethics files to determine if any previous complaints have been investigated regarding the respondent. If a previous investigation has occurred, the Secretary/Treasurer will provide a copy of the materials to the Fact-finding Committee for their review.

c) The Fact-finding Committee will contact the respondent to offer the opportunity to interview with the fact-finding committee and may contact the complainant to clarify issues relating to the complaint. The Fact-finding Committee may collect any additional information or interview other potential witnesses as to the facts surrounding the complaint. The Fact-finding Committee will be aware of maintaining the confidentiality of the complaint and investigation in their efforts to collect necessary information.

d) The Fact-finding Committee will gather the facts of the case but will not make a recommendation regarding possible sanctions that could be imposed to address any possible violations.

e) The Fact-finding Committee will forward their report to the Ethics Committee Chair. The Ethics Committee Chair will forward a copy of the confidential report to members of the Ethics Committee, and also provide the respondent a copy of the report. If the complaint was filed anonymously, all references that would identify the complainant will be redacted from the copy of the report forwarded to the respondent by the Ethics Committee Chair.

f) The respondent will have 15 days to provide a written response to the Ethics Committee Chair regarding the findings of the Fact-finding Committee. This response, if provided, will be provided to the Ethics Committee as part of their review.

6: Ethics Committee Review.

a) The Ethics Committee will meet in executive session to review the information provided by the Fact-finding Committee, the respondent's response, if provided, and the Committee will determine whether any additional information needs to be obtained. If the matter is referred back to the Fact-finding Committee, no determination will be made as to whether a violation of the Code has occurred until a following meeting is scheduled by the Ethics Committee

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Chair to review any additional requested information on the complaint. The Fact-finding Committee will participate in this meeting.

b) If the Ethics Committee determines that the facts of the complaint are sufficiently clear, then the Committee will report to the OCCMA Board of Directors as to whether a violation occurred, and if a violation occurred, recommend an appropriate sanction to the OCCMA Board for consideration. The Ethics Committee Chair will prepare a written report for the OCCMA President who will schedule an executive session of the Board for review of the findings of the Ethics Committee.

7. OCCMA Board of Directors Review of Ethics Committee Report.

a) The OCCMA Board will meet in executive session with the Ethics Committee Chair and the Fact-finding Committee to review the report from the Ethics Committee. Following the review, discussion, investigation, and recommendation from the Ethics Committee, the Board may:

- Refer the matter back to the Ethics Committee for further information;
- Determine that a violation of the Code did not occur to close out the complaint;
- Determine that a violation of the Code did occur, and determine the appropriate sanctions for the violation.

b) If the Board determines that a violation of the Code did not occur, the President will provide notice to the respondent of this finding and notice provided to the complainant indicating that this matter has been closed.

c) If the Board determines that a violation occurred, notice will be sent to the respondent by the President of this determination. The letter will include the sanctions imposed to address the Code violations. The respondent will have 15 days in which to request a hearing of the determination of the Board. If no response is provided, then the determination previously issued stands as the final communication to the respondent. A letter will be sent to the complainant indicating the outcome of this action.

d) If the respondent requests a hearing, then the hearing will be scheduled with an executive session for the Board, Ethics Committee Chair, and the Fact-finding Committee to meet with the respondent as provided in Section 5 'Ethics Hearings.' Following the hearing, the Board will meet to determine final action on the Ethics complaint. The President will prepare a letter to be sent to the respondent. The President will also prepare a letter to the respondent. If no violation is determined or a private censure is issued, the letter will indicate that the case was considered and resolved, and that no public action was taken. If a public censure or greater is issued, then then the letter will specify the action taken by the Board.

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Section 5 Ethics Hearings

- A. **Requested Hearings.** In the event a respondent requests a hearing, the following procedure shall govern conduct pursuant to this policy. The hearing shall be conducted by the Board, which shall be convened by the OCCMA

President. The hearing shall be conducted as an executive session. Hearings may be virtual or in-person.

- B. **Hearing Notice.** Within thirty (30) calendar days of receiving a request for a hearing, the President shall notify the respondent by registered or certified mail that a hearing has been scheduled before the Board. The hearing date shall not be earlier than thirty (30) calendar days after the date the notice is postmarked. The notice shall also state that the respondent has a right:
1. To appear personally at the hearing;
 2. To be accompanied and represented at the hearing by an attorney or other representative;
 3. To review all documentary evidence, against him or her, in advance of the hearing (unless the complaint has been requested to be anonymous in which case identifying information will be redacted);
 4. To cross-examine any witness who testifies against him or her at the hearing; and
 5. To submit documentary evidence and to present testimony, including the respondent's, in his or her defense, at the hearing.
6. The respondent may request witnesses appear at the hearing. The President will determine if the witnesses are germane to determine whether a violation of the Code has occurred.
7. The meeting may be conducted virtually as determined by the President.
- C. **Rules of Evidence.** The Board shall not be bound by any formal rules of evidence but may accord appropriate weight to the evidence based on its relevance and reliability.
1. The Fact-finding Committee report shall be admissible evidence at the hearing.
 2. The Board may not hear evidence of any alleged ethics violation by the respondent that was not related to the initial investigation.
- D. **Hearing Agenda.** At any hearing conducted under these Rules, the Chair of the Ethics Committee or designee, shall first present evidence in support of the subcommittee's report and the Ethics Committee's recommendation. Upon conclusion of the presentation, the respondent shall have the opportunity to present evidence in his or her defense, and the Chair of the Ethics Committee shall have the right to question or cross-examine any witness testifying at the hearing.
- E. **Decision of the Board.** Within thirty (30) calendar days of the conclusion of the hearing, the Board shall render a decision in the case. The decision shall be in writing, communicated by the OCCMA President, and shall include a statement of the reasons therefore. Only evidence which was put before the Board and the Ethics Committee may be considered as a basis for the decision.

Section 6. Sanctions for Code Violations

- A. **Violation Sanctions.** The Board may impose sanctions on an OCCMA member who is found to have violated the Code in accordance with these Rules. In determining the kind of sanction to be imposed, the following factors may be

considered: the nature of the violation, prior violations by the same individual, the willfulness of the violations, the level of professional or public responsibility of the individual, and any other factors, which bear upon the seriousness of the violation.

B. **Sanction Types.** The following sanctions may be imposed singularly or in combination at the end of an investigation and/or hearing under these rules:

1. Private Censure. A letter to the respondent and the complainant indicating that the respondent has been found to have violated the Code of Ethics, that the OCCMA disapproves of such conduct, and that, if it is repeated in the future, it may be cause for more serious sanctions.
2. Public Censure. Written notification to the respondent, the complainant, ICMA, local governing bodies affected by the circumstances, and the news media, indicating that a violation of the Code took place, that the OCCMA strongly disapproves of such conduct, and the nature of the sanction(s) imposed. Notice shall also be published in the OCCMA newsletter.
3. Expulsion. Written notification to the respondent, the complainant, ICMA, local governing bodies affected by the circumstances, and the news media indicating that the respondent's membership privileges in the OCCMA have been revoked. Notice shall also be published in the OCCMA newsletter.
4. Membership Bar. If the respondent is no longer a member of the OCCMA, written notification to the respondent, the complainant, ICMA, local governing bodies affected by the circumstances, and the news media that the respondent has been barred from re-admission. Notice shall also be published in the OCCMA newsletter.

C. **Criminal Conduct.** Upon receiving documented evidence that (1) a member has been found guilty of criminal conduct after trial by a judge or a jury, or the Court has accepted a guilty plea from the member. (2) the member's conduct violates the Code of Ethics, and (3) the conduct occurred while the person was a member of the OCCMA, the President may (a) ask the Ethics Committee to commence an investigation in accordance with the Initiation of Procedures section of this policy; or (b) defer consideration until the person has exhausted all legal appeals or the time for legal appeals has expired.

D. Oregon Government Ethics Commission (OGE) Violations. Upon receiving documented evidence that, (1) a member has been found guilty by the OGE to have violated state ethics laws, (2) the member's conduct violates the Code of Ethics, and, (3) the conduct occurred while the person was a member of the OCCMA, the President may ask the Ethics Committee to commence an investigation in accordance with the Initiation of Procedures section of this policy.

Section 7 Confidentiality

- A. **Confidentiality.** OCCMA, the Board of Directors, Ethics Committee, Fact-finding Committee, and others involved on behalf of OCCMA with the investigation and hearings shall treat all aspects of complaints, investigations, hearings, and procedures as confidential. All meetings involving the investigation, and

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determining sanctions, shall be held in confidential executive sessions. The issuance of a private censure will be acknowledged in the OCCMA Board of Director's minutes with a brief summary describing the action that violated the Code's tenets, provided that no names or local governments identifying other details are disclosed. This summary may be published in the OCCMA newsletter or used for ethics training purposes.

- B. **Private Censure.** Private Censure shall be kept confidential with the complainant and respondent being notified of the results as outlined in the Code's guideline on confidentiality.
- C. **Other Actions.** Public censure, expulsion, and membership ban shall be handled in accordance with Section 4 of this policy.
- D. **Association Business.** Investigations of other complaints are associated with membership in OCCMA. Communications relating to an ethics complaint shall be conducted using non-governmental email addresses and other private communications to avoid creating public records that could be subject to a public records request.

Section 8 Use of Legal Counsel

- A. **Legal Counsel.** The Board is authorized to secure legal counsel to represent the OCCMA and, more specifically, the Ethics Committee and any subcommittees it may establish during an investigation of alleged violations against the Code of Ethics. OCCMA shall provide professional liability coverage to assist and protect the OCCMA and the participants in this process.

Section 9 Ethics Investigation Records

- A. **Records of Investigation.** Upon conclusion of an ethics investigation, all materials will be placed in a sealed envelope or file labeled 'Confidential Ethics Investigation.' Ethics Complaints that are unfounded or result in a private censure should be sealed. The envelope or file will include the name of the respondent only, and will not indicate whether sanctions were imposed by the Board, public censures, membership bars and expulsion should be kept in a file that is subject to review, and will identify a date thirty years from the closure of the investigation or the Board's decision on an ethics matter. The Secretary/Treasurer will destroy the file after this date.
- B. **Access to Ethic Complaint Files.** Envelopes shall remain sealed unless there is a subsequent ethics complaint being investigated by the Ethics Committee of the member previously investigated. In this event, the Secretary /Treasurer will provide a copy of the contents of the envelope to the Ethics Committee Chair. Information regarding past ethical violations will be considered when investigating the new complaint. Upon completion of the investigation, the files will be returned to the Secretary/Treasurer for inclusion in the most recent ethics violation investigation.

Section 10 ICMA Ethics Decisions

- A. **Retention of Records.** A copy of ethics sanctions imposed on OCCMA members by ICMA will be kept on file by the OCCMA Secretary/Treasurer in accordance with the provisions described in Section 9 Ethics Investigation Records.
- B. **Public Censures, Membership Bars, and Expulsion.** OCCMA members who receive a public censure or expulsion from ICMA, or non-members who receive a membership bar or expulsion from ICMA, are subject to the same sanctions by OCCMA. The OCCMA Ethics Committee will review the decision made by ICMA without conducting an independent investigation and will recommend sanctions to be imposed by the OCCMA Board of Directors. The Board of Directors will impose appropriate sanctions based on the record compiled by ICMA. The decision of the Board of Directors is final.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Program Coordinator
Date: March 21, 2022
Subject: Membership Report

Membership in OCCMA runs on a calendar year (January through December), with a pro-rated membership being allowed after July 1st. Membership applications were made available on December 15, 2021 and were emailed and mailed to all chief administrative officers (CAOs) and current OCCMA members. The notice of the opening of registration was also posted on the OCCMA listserv.

Staff has sent follow up emails to members who have not renewed, as well as to CAO's who have not signed up, and posted a reminder on the OCCMA listserv. A registration reminder was also published multiple times in the weekly LOC Bulletin.

As of Tuesday, March 15th, OCCMA has received 256 applications for membership. Collection efforts have been successful with only one outstanding affiliate membership. OCCMA has received \$45,018.07 in dues revenue to date. The specific breakdown between membership classifications and how it is comparing to 2021 membership totals is below.

	2021	2022	Difference
Active	179	176	-3
Affiliate	25	17	-8
Cooperating	4	6	+2
Honorary	2	2	-
Lifetime	36	37	+1
Retired	34	13	-12
Student	6	3	-3
Managers in Transition	3	2	-1
Total	291	256	-35

The two biggest drops in memberships are in the affiliate and retired categories. The senior advisors and staff will continue to reach out to newly appointed managers to encourage membership. As we get closer to the OCCMA Annual Summer Conference membership levels should increase in the student category so they can take advantage of scholarship opportunities. Board members are encouraged to let staff know if there are additional outreach efforts that could be made.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Program Coordinator
Date: March 21, 2022
Subject: Discuss Registration Price for the OCCMA Summer Conference

The OCCMA Annual Conference is scheduled for July 19-22, 2022 at Eagle Crest Resort in Redmond. Due to the increase in food costs staff is recommending a slight increase to the registration prices for members and non-members. The recommended prices are below:

- Members - \$400 (previously \$390)
- Non-Members - \$500 (previously \$490)
- Students - \$100 (no increase)

Recommended Motion

I move to increase the member and non-member registration price for the OCCMA Annual Conference to \$400 for members and \$500 for non-members.



OCCMA

**Oregon City/County
Management Association**

A State Affiliate of **ICMA**

To: OCCMA Board of Directors
From: Angela Speier, Project & Program Coordinator
Date: March 21, 2022
Subject: Reputation Management Services for Managers in Transition

On October 20, 2021 the OCCMA Board of Directors adopted Article 10 – Managers in Transition as part of the OCCMA Policy Annex. Section VI of this article states: *OCCMA offers reputation management services to its members. OCCMA provides online reputation management services to prevent and repair threats to a manager's online reputation. The OCCMA will provide a reduced cost of fees for these services.*

Tripepi Smith partners with ICMA and the California City Management Foundation (CCMF) to provide these services to managers in transition. They offer three different options to enhance a manager's online footprint and bolster their professional appearance. The pricing included in the attachments is outdated. Below is the new pricing and the proposed OCCMA subsidy. This subsidy falls in line with what ICMA and CCMF offer.

Service Level	TripepiSmith Price	OCCMA Subsidy	% Discount	OCCMA Member Price
Basic	\$850	\$340	40%	\$510
Middle	\$1,100	\$385	35%	\$715
Full	\$2,750	\$550	20%	\$2,200

There is no administrative fee associated with this service and OCCMA would pay only if a member chooses to utilize this program. OCCMA would need to create the marketing and promotional materials with TripepiSmith's approval.

Attachments:

1. CCMF Online Professional Toolkit
2. ICMA Reputation Management Services Flyer

Suggested Motion:

I move staff to work with Tripepi Smith to develop a Reputation Management Program for OCCMA Managers in Transition and to offer these services at the OCCMA subsidy as discussed.



PT

ONLINE PROFESSIONAL TOOLKIT



IF YOU SEARCH FOR YOUR OWN NAME RIGHT NOW, WHAT SHOWS UP ON THE FIRST PAGE OF THE SEARCH RESULTS?

Whether you like it or not, these first few search results are, effectively, your online reputation. These are the first bits of information a City will find when they do a background check on you as part of the hiring process. Or what reporters and community members will find when they want to learn more about their City's leader.

For more information, contact us:
OPT@citymanagers.org
844-226-3411, ext. 4

POWERED BY:



CMF
CALIFORNIA
CITY MANAGEMENT FOUNDATION



TRIPEPI SMITH
marketing • technology • public affairs



ONLINE PROFESSIONAL TOOLKIT

This new service, exclusively for CCMF members, provides three different options to enhance your online footprint and bolster your professional appearance.

Jump Start

This package is for those who either do not currently have or do not actively use a LinkedIn Profile, Twitter Account and/or Facebook Profile. This package will help you get started on these three major social media platforms.

Tune Up

This package is meant for intermediate social media users who need a professional review to ensure they are following best practices on LinkedIn, Twitter and/or Facebook. In addition, our team will interview you in order to create positive content on two respected local government websites: PublicCEO.com and CivicBusinessJournal.com.

New Ride

This package is for CCMF members who are serious about protecting or repairing their online reputation. In addition to all the benefits of the Jump Start package and the Tune Up package, our team will create a personalized website/blog for you. The team will work with you to gather content that showcases your professional achievements. Your new website will be optimized for major search engines so they quickly include it in their search results for your name.

	Jump Start	Tune Up	New Ride
SERVICES			
LinkedIn Profile Build Out	✓		✓
Twitter Profile Build Out	✓		✓
Facebook Profile Build Out	✓		✓
LinkedIn Profile Update and Privacy Settings Review		✓	✓
Facebook Profile Update and Privacy Settings Review		✓	✓
Twitter Profile Update		✓	✓
CivicBusinessJournal.com Interview Article		✓	✓
Advertorial Placement on PublicCEO.com		✓	✓
Personal Website/Blog Setup and Content Insertion with SEO Basics			✓
PRICE			
CCMF Member Price*	\$400	\$650	\$1,950**

* Price reflects CCMF Subsidy \$250, \$300, \$400 respectively.

** \$1,950 does not include \$300 annual Hosting Fee and \$150 annual SSL Certification Fee. Any domain name purchase fees (approximately \$11 per name, per year) will also apply.

For More Information, Contact Us:

OPT@cacitymanagers.org
844-226-3411, ext. 4

Take Control of Your Online Reputation with Reputation Management Services

A New ICMA Member Benefit for Members in Transition
Preferred Provider



IF YOU SEARCH FOR YOUR OWN NAME RIGHT NOW, WHAT SHOWS UP ON THE FIRST PAGE OF THE SEARCH RESULTS?

Whether you like it or not, these first few search results are, effectively, your online reputation. These are the first bits of information a City/County will find when they do a background check on you as part of the hiring process. Or what reporters and community members will find when they want to learn more about their City/County leader.

Online reputation management is the process of preventing and repairing threats to your online reputation, but it also involves building a strong positive presence. It is done by tracking what is written about you using techniques to address or moderate that information.

WHY IS THIS SO IMPORTANT?

Your success and the success of your local government depends on many factors. One of these factors is reputation. Remember that your greatest asset is your professional reputation. A negative online reputation can cause significant damage to any person or organization.

The City/County Manager community is all-too-aware of the damage that can be done nowadays to a professional reputation, thanks to the speed and power of the Internet. Without a strong online presence, one small misstep could lead to search results for your name full of content that is out of your control.

“Social media enables us to engage efficiently with our communities, but these platforms also make it easy to become the target of unfounded complaints or even smear campaigns that can badly damage an organization’s or your hard-earned reputation. If it happens to you, how you respond matters.”

HOW ICMA CAN HELP

The best defense is a strong offense when it comes to your online reputation, which is why ICMA has partnered with Tripepi Smith to offer a subsidized Online Professional Management service for Members in Transition. That way, when someone searches for your name, your voice is heard.

ICMA has resources online for anyone interested in managing their reputation. ICMA subsidizes the Reputation Management program for ICMA Members in Transition, through our preferred partner Tripepi Smith. ICMA Members, not in transition, interested in this service, are not eligible for the subsidy, but may contact membership@icma.org for more information.

ICMA REPUTATION MANAGEMENT SERVICES FOR MEMBERS IN TRANSITION

This new member benefit, exclusively subsidized for ICMA Members in Transition, provides three different options to enhance your online footprint and bolster your professional appearance.

BLUEPRINTS

The BLUEPRINTS service is for those who either do not currently have or do not actively use a LinkedIn Profile, Twitter Account and/or Facebook Profile.

BREAKGROUND

The BREAKGROUND service is intended for intermediate social media users who are in search of a professional audit. The audit will provide you with an overview of your profiles; while ensuring that best practices are being adhered to. In addition, Tripepi Smith will conduct an interview with you in order to aid in the creation of positive content. This content will be published on two well respected local government websites: PublicCEO.com and CivicBusinessJournal.com

REMODEL

The REMODEL service is for those who are serious about protecting, or repairing, their online reputation. In addition to the Break Ground and Remodel Packages, Tripepi Smith will create a personalized website/blog for you. The team will work with you in gathering content that showcases your professional achievements. Finally, the website will be optimized for major search engine algorithms. This will ensure that your name will show up in the results of any searches placed on the most used sites.

SERVICES OFFERED FOR MEMBERS IN TRANSITION

LinkedIn Profile Build Out	✓		✓
Twitter Profile Build Out	✓		✓
Facebook Profile Build Out	✓		✓
LinkedIn Profile Update and Privacy Settings Review		✓	✓
Facebook Profile Update and Privacy Settings Review		✓	✓
Twitter Profile Update		✓	✓
CivicBusinessJournal.com Interview Article		✓	✓
Advertorial Placement on PublicCEO.com		✓	✓
Personal Website/Blog Setup and Content Insertion with SEO Basics			✓

PRICE

ICMA Members in Transition*	\$325	\$445	\$1740**
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* Price reflects ICMA Subsidy \$325, \$445, \$500 respectively.

** \$1740; does not include \$300 annual hosting fee, \$150 SSL fee and \$20 domain purchase name fee.

For more information, Members in Transition should contact ICMA Member Services, membership@icma.org

About Tripepi Smith

Tripepi Smith is a marketing, technology and public affairs firm located in Orange County, CA. Its clients include for-profit, nonprofit and public agencies throughout the state of California. Its unique mix of marketing and technology prowess provide a competitive advantage for organizations seeking to leverage the Internet to achieve their communication goals. The firm also provides full content creation services, including: ghost writing, collateral development, photography, video production, search engine marketing, search engine optimization, email marketing campaigns and website design and execution.



REPUTATION RESOURCES FROM ICMA

Open up any Smart Phone camera to take a picture of the QR Code to download these resources.



Blog Post

Five Actions That Can Haunt Your Reputation



PM Article

How To Protect Your Reputation



Ethics Article

ETHICS: Charting an Ethical Career Course



PM Article

How You Text and Send Emails Can Make a Difference



Article

Did Your Credibility Crumble Last Year?



Career Compass

No. 52: Recasting My Rep



Blog Post

How to Prepare for and Recover from Community Crisis Like a Pro



Blog Post

Beware the Ides of Social Media



Article

Does the Virtual You Byte?



Article

Maintaining Credibility During a Crisis: Challenges for the Manager



Report

Building Trust



Article

How Ego-Driven Deeds Are Destroying Your Organization?

Available online at icma.org/MIT